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ABSTRACT

The collective bargaining agreement between Central Michigan Univeristy and the Central Michigan University Faculty Association Chapter (570 members) of the National Education Association covering the period July 1, 1984-June 30, 1987 is presented. Items covered in the agreement include: unit recognition and rights, dues deduction, grievance procedure, arbitration, procedures for new departments, changes of procedures for existing departments, review of department procedures, personnel files, department chairs, tenure, promotion, reappointment of nontenured unit members, position reduction/layoff, reorganization/reassignment, utilization of nonbargaining unit members, affirmative action and equal employment opportunity, teaching opportunities additional to semester teaching, continuing education and community service courses, off-campus teaching, Institute for Personal and Career Development, leaves of absence, vacation, employment benefits, teacher retirement, salary, compensation for department chairpersons, compensation for summer sessions, compensation for continuing education and correspondence courses, and released time for faculty association president. (SW)

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1984-1987

AGREEMENT

CENTRAL MICHIGAN
UNIVERSITY

&

CMU FACULTY
ASSOCIATION

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TABLE OF CONTENTS

Article Number	Title of Article	Page Numbers
	Table of Contents	I-iv
	Agreement	1
1	Definitions	1
2	Recognition	1
3	Rights of CMU	2
4	Rights of the Association	2
5	Association Financial Security	3
6	Deduction of Association Dues	4-6
	Payment by Deduction	4
	Payroll Deduction Authorization	4
	Deductions	5
	Delivery of Executed Authorization of Payroll Deduction Form	5
	When Deductions Begin	5
	Refunds	5
	Termination of Deduction	5
	Disputes Concerning Deduction	5
	Limit of CMU's Liability	6
	List of Members Paying Dues Directly	6
7	Informal Meeting	6
8	Grievance Procedure	6-13
	Definitions/Flow	7-8
	Step One (1): Informal Stage	8
	Step Two (2): Formal Stage	8-9
	Grievances Relating to Tenure, Promotion, and Reappointment	9-12
	Binding Arbitration	10
	Faculty Review Committee	10
	Expedited Grievance Procedure	12
	How CMU May Bring a Grievance	13
9	Arbitration	13-14
10	Department Procedures, Criteria, and Bylaws	14-16
	Procedures for New Departments	15
	Changes in Procedures for Existing Departments	15-16
	Review of Department Procedures, Criteria (including Standards), and Bylaws	16
11	Personnel Files	16-17
12	Department Chairs	17-18
13	Letter of Appointment	18
14	Tenure, Promotion, and Reappointment Policies	19-26
	General Policies	19
	Tenure	20-21
	Purpose and Objectives	20
	Scope of Policy	20
	General Policy	20
	Policies for Particular Academic Ranks	21

Article Number	Title of Article	Page Numbers
14	Tenure, Promotion, and Reappointment Policies (Cont'd)	
	Promotion	21
	General Policies	21
	Tenure and Promotion Calendar	22
	Reappointment of Nontenured Bargaining Unit Members	22-23
	Bases of Judgment for Reappointment, Tenure, and Promotion	23-25
	Reappointment and Tenure	24
	Promotion	24-25
	Procedures for Recommendations and Decisions Relating to Tenure, Promotion and Reappointment	25-26
15	Just Cause	27
16	Conference for Assistance to Bargaining Unit Members	27-28
17	Position Reduction/Layoff	28-33
	Reduction Prior to Layoff of Bargaining Unit Members	29
	Layoff of Bargaining Unit Members	30-31
	Provisions for Laid Off Bargaining Unit Members	31-33
	Appeal Processes	31
	Advance Notification	31
	Placement Assistance	32
	Unemployment Compensation	32
	Special List	32
	Interviews	32
	Two-Year Protection	32
	Benefits Upon Reemployment	32-33
	Reassignment	33
	Administrative Time Limits	33
18	Reorganization/Reassignment	33-34
19	Utilization of Nonbargaining Unit Members	34-35
20	Affirmative Action and Equal Employment Opportunity	35
21	Supplementary Compensation for Bargaining Unit Members	35-38
	Supplemental Activity Guidelines for Bargaining Unit Members	36-38
22	Teaching Opportunities Additional to Semester Teaching	38-39
23	School of Continuing Education and Community Service Courses	39-40
24	Institute for Personal and Career Development	40-42
25	Teaching at Locations Distant from the Main Campus	42-43
26	Leaves of Absence	43-48
	Sabbatical Leaves	43-44
	Sick Leaves	44-46
	Grant of Sick Leave Days	44
	Use of Sick Leave	45
	Records and Reports	45
	Definitions	45
	Sick Leave Bank	46

Article Number	Title of Article	Page Number
26	Leaves of Absence (Continued)	
	Leave of Absence Without Salary	46
	Military Leave	46-47
	Short Tours of Duty	46-47
	Extended Service	47
	Leave for Court Required Service	47
	Funeral Leave	47
	Necessity Leave	48
	Medical Condition Following Leave	48
27	Vacations	48
28	Life Insurance	49
29	Disability Income Benefit	49-50
30	Accident Insurance	50
31	Hospital and Surgical Insurance	51
32	Dental Insurance	52
33	Retirement	52-53
	Participation	52
	Mandatory Retirement Age	52
	Contribution to TIAA-CREF	53
34	Retirement Service Award	53-54
35	Fee Remission	54
36	Salary	55
37	Compensation for Department Chairpersons	56
38	Compensation for Summer Sessions I, II, and III	56
39	Compensation for Continuing Education and Correspondence Courses	57
40	Salary Adjustments for Promotion and Completion of Appropriate Terminal Degree	57-58
41	Parking Decals	58
42	Released Time for Faculty Association President	58
43	Continuity of Operations	58
44	Contract Documents	59
45	Supplemental Agreements	59
46	Validity	59
47	Term of Agreement	59
48	Effective Dates	60
	Signatures	61
Letters of Agreement		
1	Modified Probationary Periods	62
2	Intercollegiate Athletics	63
3	Midland Center	64
4	Requests for Sabbatical Leaves	65
5	Excess Insurance Monies	66
6	Joint Committee on Health Insurance Monies	67
7	Early Retirement Incentives Program	68
8	Chairperson Responsibilities	69

Article Number	Title of Article	Page Number
Letters of Understanding		
1	MSA Committee	70
2	Calendar Change	71

AGREEMENT

This Agreement entered into this 3rd day of December, 1984, is between Central Michigan University (herein referred to as CMU) and the Central Michigan University Faculty Association (herein referred to as the ASSOCIATION).

Article I
DEFINITIONS

ASSOCIATION: In this Agreement, "ASSOCIATION" means the Central Michigan University Faculty Association as referred to in the MERC Certification of Representative, dated May 9, 1977.

CMU: In this Agreement, "CMU" means Central Michigan University as referred to in the MERC Certification of Representative, dated May 9, 1977.

DEAN: In this Agreement, the term "dean" refers to academic deans, the Director of Libraries, and the Vice-President for Student Affairs.

DEPARTMENT: In this Agreement, the term "department" refers to academic departments, the Library, and the Counseling Center.

Article 2
RECOGNITION

CMU recognizes the ASSOCIATION as the exclusive bargaining agent for the persons included in the bargaining unit described as follows:

a. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University faculty who hold faculty rank and carry at least one-half load in teaching or research;

b. All regular, full-time, full-salaried (10 or 12 months) Central Michigan University professional librarians, coaches, counselors, and department chairpersons;

c. Regular, part-time faculty who hold faculty rank carrying at least a half-time teaching load,

The following are excluded: graduate assistants, coordinators, visiting faculty, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, associate deans, assistant deans, vice-presidents, vice-provosts, the Provost, and the President.

Article 3
RIGHTS OF CMU

1. CMU has the right to the general supervision of the institution and the control and direction of the expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all rights to manage, direct and supervise all work performed and retains solely its management rights and functions.

2. Such rights are by way of illustration but not limitation: determination and supervision of all policies, operations, methods, processes, duties and responsibilities of employees, size and type of academic and nonacademic staff, standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, nonappointment, reassignment, suspension, discipline, discharge or layoff of employees; determination of compensation; establishment, modification or abolition of programs and courses of instruction; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.

3. These rights shall be exercised so as not to substantially expand responsibilities of bargaining unit members.

Article 4
RIGHTS OF THE ASSOCIATION

1. CMU and the ASSOCIATION agree that every member of the bargaining unit shall have the right to join and support the ASSOCIATION and that no member shall be subject to harassment, intimidation or interference because of membership in, and support of, the ASSOCIATION.

2. CMU will not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining nor make any agreement with such an agent for the purpose of undermining the ASSOCIATION.

3. CMU will not give special advantage, not available to others of similar status or situation, to any person or group which has as an expressed purpose the undermining of the ASSOCIATION in its legitimate collective bargaining activities.

4. CMU agrees that conditions of employment shall be maintained at not less than the standards in existence at the time of this Agreement except that such conditions may be changed as required by the express provisions of this Agreement.

5. In the event that an alleged violation of this Article would be considered by MERC to be a proper subject for an Unfair Labor Practice charge, the ASSOCIATION has an election of a choice of remedies to either grieve or file a ULP; but it agrees it cannot do both simultaneously.

Article 5
ASSOCIATION FINANCIAL SECURITY

1. Because of services provided by the ASSOCIATION, all bargaining unit members shall either be members of the ASSOCIATION or fairly share in the financial support of the ASSOCIATION by paying to the ASSOCIATION a service fee equivalent to the amount of dues uniformly required of members of the ASSOCIATION. Bargaining unit members may either pay directly to the ASSOCIATION or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to CMU. If payment is made by dues deduction, CMU shall spread the deductions over the two regular semesters and shall make a deduction at least monthly (and more often at its election).

2. The parties agree that a bargaining unit member who has not complied with the requirements of this clause within sixty (60) consecutive calendar days of the beginning of an academic semester shall be liable to the ASSOCIATION in a civil action for money damages or for equitable enforcement of the bargaining unit member's obligation hereunder in accordance with the provisions of the statute in such case made and provided.

3. Pursuant to Abood v. Detroit Federation of Teachers, 431 US 209 (1977), the ASSOCIATION established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the ASSOCIATION (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such bargaining unit member may present such objection in accordance with the ASSOCIATION's offical procedures pursuant to that policy; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder.

4. The procedure referred to in paragraph 3 is not grievable under this Agreement except that if the ASSOCIATION should fail to provide the above procedure, failure to do so shall be grievable under this Agreement; but the remedy shall be limited to requiring the ASSOCIATION to provide the procedure specified in paragraph 3. In addition, bargaining unit members paying a service fee under this Article may enforce the provisions of paragraph 3 as third party beneficiaries in court.

5. Bargaining unit members shall be exempt from the requirements of paragraph 1 of this Article provided: a) they are contributing members of a bona fide religious body or sect whose established tenets prohibit financial support to a union organization, and b) the bargaining unit member sends written notification to the ASSOCIATION of such objection together with supporting evidence within sixty (60) consecutive calendar days of the beginning of an academic semester. Bargaining unit members who meet the two requirements specified above shall be granted such exemption and shall be required as a condition of such exemption to pay an amount equivalent to the service fee required of nonmembers of the ASSOCIATION to a Faculty Association Student Scholarship Fund which shall be created at Central Michigan University for this purpose.

Article 6
DEDUCTION OF ASSOCIATION DUES

Payment by Deduction

1. During the life of this Agreement, CMU agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct monthly membership dues and service fees in an amount established by the ASSOCIATION, proportionately each pay period, from the wages due all members of the ASSOCIATION and the bargaining unit, who individually and voluntarily give CMU written authorization to do so, and shall forward such dues to the Treasurer of the ASSOCIATION at an address furnished in writing to the Payroll Office by the ASSOCIATION on or before the seventh (7th) day after each pay date. Such written authorization shall continue for the duration of this Agreement unless the bargaining unit member gives written notice of termination to CMU and the ASSOCIATION at least fifteen (15) days prior to any pay period of this Agreement. The ASSOCIATION agrees to indemnify and save CMU harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for ASSOCIATION dues from any bargaining unit member's pay. The ASSOCIATION assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the ASSOCIATION as set forth above.

2. The aforementioned authorization shall be in the following form:

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CENTRAL MICHIGAN UNIVERSITY
PAYROLL DEDUCTION AUTHORIZATION

I,_____, hereby authorize CMU to deduct from my earnings each biweekly payroll period the indicated amount and to remit this deduction to the needed agency. Purpose of Deduction: Faculty Association Dues or service fee:

_____

Effective Date: _____/ _____/_____

Amount of Deduction: _____ (or such change in amount as levied by the ASSOCIATION for such dues or service fee after thirty (30) consecutive calendar days written notice to the Payroll Office of the larger amount)

Deduction to be Remitted to: _____

Dated: _____/_____/_____

Signature: _____

Soc. Sec. No.: _____

Department: _____

****

Deductions

3. Deductions shall be made only in accordance with the provisions of said Payroll Deduction Authorization, together with the provisions of this Agreement. CMU shall have no responsibility for the collection of membership dues and special assessments or any other deductions not in accordance with this provision.

Delivery of Executed Authorization of Payroll Deduction Form

4. A properly executed copy of such Payroll Deduction Authorization for each bargaining unit member for whom the ASSOCIATION membership dues or service fee are to be deducted hereunder shall be delivered to the Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization which is incomplete or in error will be sent to the Treasurer of the ASSOCIATION by CMU.

When Deductions Begin

5. Deductions under all properly executed Payroll Deduction Authorization forms shall become effective at the time the application is tendered to the Payroll Office and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the bargaining unit member has sufficient net earnings to cover such payment.

Refunds

6. In cases where a deduction is made that duplicates a payment that a bargaining unit member already has made to the ASSOCIATION, or where a deduction is not in conformity with the provisions of the ASSOCIATION Constitution or Bylaws, refunds to the bargaining unit member will be made by the ASSOCIATION.

Termination of Deduction

7. A bargaining unit member shall cease to be subject to deductions beginning with the pay period immediately following the month in which the bargaining unit member is no longer a member of the bargaining unit. The ASSOCIATION shall be notified by CMU of the names of such bargaining unit members following the end of the pay period in which the termination took place.

Disputes Concerning Deduction

8. Any dispute between the ASSOCIATION and CMU which may arise as to whether or not a bargaining unit member properly executed or properly revoked a Payroll Deduction Authorization form shall be reviewed with the bargaining unit member by a representative of the ASSOCIATION and the designated representative of CMU. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.

Limit of CMU's Liability

9. CMU shall not be liable to the ASSOCIATION by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by bargaining unit members.

List of Members Paying Dues Directly

10. The ASSOCIATION shall furnish the Payroll Office within thirty (30) consecutive calendar days after the effective date of this Agreement, the names of all members paying dues directly to the ASSOCIATION. Thereafter the ASSOCIATION will furnish the Payroll Office a monthly list of any changes.

Article 7
INFORMAL MEETING

Representatives of the ASSOCIATION and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this Agreement. Such informal meetings also shall be held at other times after a request of either CMU or the President of the ASSOCIATION for the purpose of maintaining and improving relationships.

Article 8
GRIEVANCE PROCEDURE

1. A grievance is an allegation or complaint that there has been a violation, misinterpretation, or improper application of the express terms and conditions of this Agreement or of any department procedure developed under Article 10 of this Agreement. Grievances shall be presented and processed as set forth below.

2. The persons who may bring a grievance are:

   a. Any bargaining unit member.

   b. Two or more bargaining unit members alleging the same violation of this Agreement may bring the same grievance under this Agreement.

   c. Three or more bargaining unit members may sign the same grievance to the extent that all their grievances involve the same issue. Such a grievance shall be called a group grievance. When a group grievance is brought, the ASSOCIATION will designate one of the grievants to represent the group as a single spokesperson with the understanding that any resolution at Step Two (2), Formal Stage, or beyond, must have the concurrence of the ASSOCIATION.

d. Where an alleged violation of the Agreement uniformly affects all the members of the bargaining unit, including an alleged known sum certain in damages for each bargaining unit member, the ASSOCIATION may bring and process the grievance on behalf of all bargaining unit members as a single grievance. It is understood that the result of the grievance shall be binding on each and every bargaining unit member.

e. Where an ASSOCIATION interest is at stake and does not involve money damages which would be paid to individuals in the bargaining unit, the ASSOCIATION may bring a grievance.

f. In order to bring a grievance with respect to promotion or reappointment, the bargaining unit member must first have asked for a review of any negative recommendation at every level beyond which it was made, up to and including the President. (See Article 14, paragraph 29.)

g. CMU, when alleging the ASSOCIATION has violated this Agreement, may bring a grievance.

3. Definitions/Flow

a. One who initiates a grievance shall be called the "grievant(s)," and the party against whom the grievance is lodged shall be called the "respondent".

b. For purposes of the grievance and arbitration procedures, days shall mean consecutive calendar days (excluding Saturdays, Sundays, and legal holidays on which classes are not scheduled to meet on the campus) falling on or between the day when each semester or session of CMU begins and the date when classes are scheduled to end for each semester or session.

c. When the grievance relates to not granting tenure, promotion, or reappointment, the "first occurrence of the event giving rise to a grievance," as that phrase is used in paragraph 4 of this Article, is understood to mean notification to the bargaining unit member of the President's decision not to recommend to the Board of Trustees tenure, promotion, or reappointment. "Negative recommendations," as that phrase is used in paragraph 29 of Article 14, are not a first occurrence for purposes of paragraph 4 of this Article.

d. Grievance administrator--the person designated by CMU as the person to handle grievances for CMU under this Agreement. The delivery of papers to the office of the grievance administrator shall be sufficient for delivery of papers for meeting time limits under this Agreement. It is understood that the grievance administrator may designate a person(s) to act in his/her behalf.

e. All time limits set forth in this Article shall be adhered to except when changed by mutual agreement. Failure of the respondent to meet a time limit automatically refers the matter to the next level.

f. An attempt shall be made by the ASSOCIATION and CMU to resolve all grievances prior to the ending of any academic year.

g. Notwithstanding the expiration of the Agreement, any grievance arising hereunder shall be processed through the grievance procedure until resolution, at the election of the grievant.

h. If both parties agree, steps in the grievance procedure may be waived.

HOW A BARGAINING UNIT MEMBER OR THE ASSOCIATION MAY BRING A GRIEVANCE

Step One (1): Informal Stage

4. Within twenty (20) days of the first occurrence of the event giving rise to a grievance or within twenty (20) days after the person(s) bringing the grievance reasonably should have known of information giving rise to the grievance, the grievant(s) or the ASSOCIATION shall deliver to the grievance administrator and the ASSOCIATION a signed statement prepared either by the grievant(s) or by the ASSOCIATION which sets forth the specific acts that constitute the grievance, the Article(s) of the Agreement alleged to have been violated, the remedy desired, and whether the grievant(s) wishes to have a representative of the ASSOCIATION present at subsequent meetings at this Step. The purpose of this statement is to provide a basis for the grievance administrator's investigation of the matter. The statement precludes neither the addition of allegations nor the removal of allegations at Step Two (2) of this procedure. Matters not brought within this time limit are ended.

5. Within ten (10) days of delivery of the written grievance, the grievant shall meet with the grievance administrator, and a representative of the ASSOCIATION if so requested by the grievant. The purpose of this meeting is to discuss the grievance.

6. The grievance administrator shall communicate a decision, in writing, to the grievant and the ASSOCIATION not later than fifteen (15) days after the meeting at Step One (1). The time period may be extended by mutual agreement to allow for additional meetings, research, etc.

7. To facilitate the grievant's decision regarding appeal to Step Two (2), the grievance administrator's response shall provide an explanation for his/her decisions. Any grievance not appealed in writing, as provided in Step Two (2), shall be considered settled on the basis of the grievance administrator's response and shall not be subject to further review. The resolution communicated in the grievance administrator's decision is informal and does not constitute a precedent for the future.

Step Two (2): Formal Stage

8. If the response of the grievance administrator is not satisfactory, the grievance may be referred by the grievant(s) in writing to the ASSOCIATION with a copy of the same presented to the CMU grievance administrator. A copy must be received by the grievance administrator within ten (10) days after the response of the grievance administrator in order to be a proper matter for the grievance procedure.

9. The ASSOCIATION will review the grievance and, if it wishes to refer it to the Contract Grievance Conference (CGC), shall within ten (10) days after receipt of the appeal to Step Two (2) notify in writing the grievance administrator that a CGC shall be convened.

10. The referral in writing to the CGC shall set forth the following :

a. The specific acts that constitute the basis for the grievance,

b. The specific language of the Agreement that is claimed have been violated by the acts,

c. An explanation that essentially describes the manner in which the acts allegedly violate the identified language of the Agreement,

d. The remedy requested.

11. If the ASSOCIATION refers the matter to the CGC, it shall prepare a record which shall include the original grievance as prepared by the grievant, the grievance administrator's response, the ASSOCIATION's referral to the CGC, and other relevant information. This record shall be forwarded within ten (10) days from the date of notification given under paragraph 9 to the grievance administrator. The CGC shall convene and render its decision within ten (10) days after receipt of this record by the grievance administrator. The time period may be extended by mutual agreement.

12. The CGC shall consist of two (2) representatives of CMU and two (2) representatives of the ASSOCIATION. CMU and the ASSOCIATION may each elect to have a third representative attend as a resource person. Additional persons may attend the conference by mutual agreement.

13. The decision of the CGC shall be in writing. If the CGC cannot agree on a resolution of the grievance, it shall identify the issues of disagreement and identify stipulations of fact, if any. This document, signed by the conference members, will be disseminated to the ASSOCIATION and CMU. At this point, the conference shall be considered ended.

14. The ASSOCIATION shall notify CMU within fifteen (15) days of the final meeting of the conference if it is electing arbitration. If no election for arbitration is made, the matter is settled on the basis of the last response by the grievance administrator. The time for electing arbitration may be extended to a specific date by mutual agreement. A grievance properly referred to arbitration (see Article 9, paragraph 5) shall proceed as set forth in Article 9, Arbitration.

GRIEVANCES RELATING TO TENURE, PROMOTION OR REAPPOINTMENT RECOMMENDATIONS OR DECISIONS

15. A bargaining unit member not awarded tenure, promotion, or reappointment may elect to grieve the decision and shall have the burden of proof under one of the two procedures indicated below. Such election shall preclude use of any other grievance procedure available at CMU.

a. Binding Arbitration. Where the grievant alleges procedural error in such a decision, the bargaining unit member may pursue the matter under the grievance provisions in this Article and Article 9, Arbitration, of this Agreement. The arbitrator's award in such a case normally shall be limited to a procedural and/or compensatory remedy, and in no case shall the remedy include a grant of tenure or promotion. The arbitrator's award shall not grant reappointment for more than one year; and such reppointment shall, in and of itself, not mandate the granting of tenure.

b. 1) Faculty Review Committee. Where the grievant alleges that a violation of procedural regulations has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom have occurred, any one or more of which materially contributed to the decision, the grievant(s) may submit the grievance through Step Two (2) of the grievance procedure contained in this Article.

2) If the grievance remains unresolved at Step Two (2), the grievance may be referred by the ASSOCIATION to the Faculty Review Committee. Within ten (10) days of the election to carry the grievance to the Faculty Review Committee, representatives from the ASSOCIATION and CMU shall meet to begin selecting a panel of eleven (11) tenured bargaining unit members picked at random. The ASSOCIATION and CMU shall each have two (2) peremptory challenges which shall reduce the panel to seven (7). Final panel selection shall be completed within fifteen (15) days of the referral of this matter to the Faculty Review Committee. If unusual circumstances occur so that a panel member is unable to continue, the hearing shall proceed with five (5) voting members.

3) A hearing officer shall, within ten (10) days of the referral of this matter to the Faculty Review Committee, be selected in accordance with the procedure for selecting an arbitrator contained in Article 9, Arbitration, of this Agreement.

4) The hearing officer shall:

a) Instruct the Faculty Review Committee as to its responsibility according to this Article of the Agreement;

b) Conduct the proceedings and rule on matters governing the hearing;

c) Review with the Faculty Review Committee the issues and facts stipulated by the parties and the relevant Agreement language. In addition, the hearing officer shall identify what remaining questions need to be addressed given the stipulated issues and facts;

d) Assist the Faculty Review Committee in its initial deliberations and interpretations of relevant Agreement provisions and be available by telephone to answer questions; and

e) Instruct the Faculty Review Committee on how to prepare its report and decision and how to respond to each specific allegation as related to the Agreement language.

5) The Faculty Review Committee shall forward its written report and decision responding to each specific allegation to the ASSOCIATION and the Office of the President. If the President or the ASSOCIATION has a reservation concerning the decision, he/she/it shall inform the Committee and the other party of that reservation accompanied by written rationale within ten (10) days of receipt of the Committee's report. Where no reservation is received the Committee's decision shall become final and binding. Where such reservation is received, the President or ASSOCIATION may at his/her/its own election appear before the Committee; or the Committee may request such an appearance within ten (10) days after receipt of notification of reservation. (That time may be altered if the parties mutually agree.) At such an appearance, the Hearing Officer shall be present and a representative of the ASSOCIATION or CMU shall have the right to participate.

6) It is understood that awards of tenure in any department may exceed the announced maximum number of tenure positions projected during the previous academic year for the department only if a special agreement with the dean and Provost has previously been made. The Provost's Office will advise the departments in writing of the projections. The Faculty Review Committee shall have power to award tenure, but when such an award would cause the number of tenured bargaining unit members to exceed such projections, it may be awarded only if such a pre-existing special arrangement was made with the dean and the Provost.

7) The Faculty Review Committee shall have full power to settle the grievance, including the authority to award tenure, promotion, and reappointment. Its decision shall be final and binding on all parties.

8) The fees and approved expenses of the Hearing Officer shall be shared equally by CMU and the ASSOCIATION.

16. Hearings of the Faculty Review Committee shall be under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All members of the Faculty Review Committee and the Hearing Officer shall abide by the Disclosure of Disqualification and Communication rules. The award will be signed by members of the Faclty Review Committee under the Form of Award rule.

17. Complaints or charges of illegal discrimination in connection with tenure, promotion, or reappointment decisions may be brought under this provision ("Grievances Relating to Tenure, Promotion, and Reappointment"). If a bargaining unit member does file a charge or complaint alleging illegal discrimination in any court or with any governmental agency within ninety (90) calendar days after filing a grievance on the same complaint or charge where illegal discrimination is alleged under this Agreement and if the grievance process has not been completed, the grievance may, at the election of CMU, be dismissed. If such a complaint or charge is filed prior to the commencement of a grievance, there shall be no obligation to process a grievance concerned with the same complaint involved in the complaint or charge. CMU agrees to indemnify and save the ASSOCIATION harmless against any and all claims, suits, or other forms of liability arising out of this provision of this Agreement.

18. Both parties intend that CMU continue to provide methods for resolving disputes outside this Agreement. A matter grieved under the provisions of this Agreement may not be grieved under any other grievance procedure available at CMU. A matter grieved under another grievance procedure at CMU may not be grieved under the provisions of this Article. It is possible for a complaint of illegal discrimination, including alleged sexual harassment, brought outside this Agreement and a grievance under this Agreement to seek the same remedy. CMU may grant exceptions.

EXPEDITED GRIEVANCE PROCEDURE

19. A tenured bargaining unit member who receives notice of termination from employment, or a nontenured bargaining unit member terminated from employment for the duration of his/her contract, may elect to grieve under the Expedited Grievance Procedure outlined below. In all other grievances, this procedure may be requested by either party and utilized by mutual agreement.

a. The grievant or ASSOCIATION shall initiate the grievance by a signed statement in compliance with paragraph 4 of this Article. In addition, the statement shall include notice that the grievant is electing or requesting the expedited procedure.

b. The grievance administrator shall schedule a prearbitration conference with the grievant and an ASSOCIATION representative within five (5) days after receipt of the grievant's signed statement. The parties shall attempt to select an arbitrator at this meeting. If the ASSOCIATION and CMU cannot agree upon an arbitrator, the arbitrator shall be chosen in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules.

c. Time limits may be extended by mutual agreement.

d. The decision of the arbitrator shall be final and binding on both sides.

e. The fees and expenses shall be shared equally by both sides.

HOW CMU MAY BRING A GRIEVANCE:

20. Within ten (10) days of the first occurrence giving rise to a grievance, or within ten (10) days of the time when CMU reasonably should have known of such occurrence, CMU shall deliver in writing a signed statement setting forth the information described in paragraph 10 (a, b, c, d) above. The statement is to be delivered to the ASSOCIATION by registered mail, return receipt requested. Matters not brought within the time limit are ended.

21. Within fifteen (15) days, two representatives of the ASSOCIATION will meet with two representatives of CMU to discuss the grievance.

22. The ASSOCIATION shall communicate a decision, in writing, to the grievance administrator not later than ten (10) days after the meeting at which the grievance is discussed. Any grievance not appealed shall be considered settled on the basis of the last answer and shall not be subject to further review.

23. If the answer of the ASSOCIATION is not satisfactory, CMU may appeal the matter within ten (10) days after the answer of the ASSOCIATION by referring it to the CGC. The grievance administrator will perform the duties which would be performed by the President of the ASSOCIATION had a bargaining unit member brought the grievance, and the election to proceed to arbitration shall be made by CMU rather than the ASSOCIATION under paragraphs 13 and 14 of this Article.

Article 9
ARBITRATION

1. The ASSOCIATION or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The prehearing conference shall be scheduled within ten (10) days from the receipt of the request for such conference.

2. Following the date that referral of the matter to arbitration by the ASSOCIATION is received by the Office of Faculty Contractual Relations, the ASSOCIATION and CMU will meet within ten (10) days to select an arbitrator. If the ASSOCIATION and CMU cannot agree upon an arbitrator, the arbitrator shall be chosen in accordance with the American Arbitration Association's Voluntary Labor Rules.

3. The fees and approved expenses of the arbitrator shall be shared equally by CMU and the ASSOCIATION.

4. The parties recognize that reappointment of nontenured bargaining unit member, granting of promotion, and granting of tenure are academic judgments. The arbitrator shall not, in any case, provide for reappointment, granting of promotion, or granting of tenure as a remedy except as provided for in paragraph 15.a. of Article 8 of this Agreement.

5. Matters under this Article shall consist only of disputes about alleged violations of this Agreement, of department procedures developed under Article 10 (Department Procedures, Criteria, and Bylaws), or of matters under Article 8 (Grievance Procedure), paragraph 15.a. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator exercise any responsibility or function of CMU or the ASSOCIATION; nor shall the arbitrator turn to laws or regulations outside of this Agreement as a basis for decision except that the arbitrator may take note of the legal status and power of the parties of this Agreement.

6. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply to arbitration matters between the parties.

7. The decision of the arbitrator shall be final and binding on the parties.

Article 10
DEPARTMENT PROCEDURES, CRITERIA AND BYLAWS

1. The department procedures, criteria, and bylaws of each department in effect under the provision of Article 10 of the 1981-84 Agreement as amended shall remain in effect, except when changes are made in compliance with the provisions of this Article. It is expected that recommended revisions to department procedures, criteria (including standards), and bylaws, when initiated by the department or suggested by the dean or the Provost, be accompanied by appropriate written justification.

2. The bargaining unit members of each department shall, by majority vote:

   a. Establish procedures for participation in formulating the department's criteria (including standards which in turn must be determined by majority of the voting members of the department;

   b. Establish procedures for participation in determining the department's recommendations in the areas of tenure, promotion, and reappointment; and

   c. Establish procedures for participation in determining the department's bylaws.

3. The voting members of each department shall, by majority vote, establish bylaws for the internal governance of the department. The bylaws may address topics such as sabbatical leave recommendations, allocation of department funds over which the department has discretion, and department assignment of department professional responsibilities.

PROCEDURES FOR NEW DEPARTMENTS

4. The procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws shall be subject to the approval of the dean. If the procedures, criteria (including standards), and/or bylaws are disapproved by the dean and approval is not obtained within two resubmissions, then the dispute will be referred to the Provost. The Provost shall approve or disapprove the proposed procedures, criteria (including standards) and/or bylaws within thirty (30) days of their submission. The ASSOCIATION will be sent a copy of each set of procedures, criteria (including standards), and bylaws within thirty (30) days of its approval.

5. New departments shall submit their proposed procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws to the dean with appropriate change form within two (2) months of the formal establishment of the department.

6. Deans shall approve or return the submitted documents within one (1) month of their submission.

7. Departments shall make modifications of returned and not approved documents and resubmit them within one (1) month of the return.

8. Deans shall approve or return resubmitted documents within one (1) month of the resubmission.

9. If a department does not meet a time limit, the dean of the college/school in which the department is located will initiate and implement all decisions for the department until such time as the department submits its procedures, criteria (including standards), and bylaws and until such time as they are approved.

10. If one (1) month passes after the dean and/or the Office of the Provost fails to meet a time limit, the changes, additions or deletions submitted shall be deemed approved.

CHANGES IN PROCEDURES FOR EXISTING DEPARTMENTS

11. Changes in, additions to, or deletions from the procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws shall be submitted on an appropriate change form subject to approval of the dean and the Office of the Provost and must conform to the provisions of this Article.

12. As needed, departments shall submit proposed changes, additions, or deletions to the procedures (excluding those which define the voting members of a department), criteria (including standards), and bylaws to the dean who shall approve or return the submitted documents within one (1) month of their submission.

13. Departments shall respond to changes, additions, or deletions not approved within one (1) month of the return.

14. Deans shall approve or return the resubmissions within one (1) month.

15. If the department does not meet the time limit for resubmission, the changes, additions, or deletions will be considered dropped and no longer a matter for deliberation for that academic year.

16. If one (1) month passes after the dean and/or the Office of the Provost fails to meet a time limit, the changes, additions or deletions submitted shall be deemed approved.

17. a. If the changes, additions, or deletions are returned by the dean, the department has one (1) month to submit the change, addition, or deletion to the Provost. If the dean approves the change, addition, or deletion, he/she shall submit the change, addition, or deletion to the Provost within one (1) month. The Provost will approve or disapprove the proposed change(s) within thirty (30) days of its (their) submission.

b. The department's existing procedures, criteria (including standards), and bylaws will remain in effect until the recommended changes, additions, or deletions receive the approval of the Provost.

18. Approved changes, additions, or deletions to existing criteria (including standards) shall take effect at the beginning of the next academic year. Other changes shall take effect upon the approval of the Provost.

19. Copies of approved changes, additions, or deletions shall be sent to the ASSOCIATION within thirty (30) days of their approval.

REVIEW OF DEPARTMENT PROCEDURES, CRITERIA (INCLUDING STANDARDS), AND BYLAWS

20. Procedures, criteria (including standards), and bylaws of each department shall be reviewed every two (2) years. It is during this review, conducted by the department, that the dean or Provost may suggest, for a department's consideration, any changes of the existing procedures, criteria (including standards), and bylaws.

Article 11
PERSONNEL FILES

1. A bargaining unit member's personnel file, maintained in the Office of the Provost, is the official CMU personnel file. A personnel file for each bargaining unit member shall also be maintained in the office of the appropriate dean. Each bargaining unit member, or person authorized in writing by the bargaining unit member, shall have the right to inspect that individual's file.

2. Any pre-employment material in these files may be removed prior to inspection.

3. Bargining unit members shall have the right to make reasonable additions to their files.

4. No anonymous material shall be retained in any bargaining unit member's personnel files.

5. In addition to other material, these files contain material that is relevant to personnel decisions such as reappointment, tenure, and promotion.

6. Only employees and authorized agents of CMU shall have access to the personnel files of any bargaining unit member without consent of that bargaining unit member.

7. If CMU grants permission for a government agency to examine the personnel files of any bargaining unit member, timely notice will be given to the ASSOCIATION as to which files were examined, the examiner, the agency, the date, and the purpose of the examination.

8. If a bargaining unit member's personnel file maintained in either the Office of the Provost or the office of the appropriate dean is subpoenaed, CMU shall send timely notice of the subpoena to the bargaining unit member.

9. All written material used by the dean or Provost in making recommendations concerning tenure promotion, reappointment, and disciplinary matters (see Article 15, Just Cause) shall be contained in these files at the time of these recommendations.

10. There shall be no confidential material in these personnel files except for pre-employment materials.

11. A bargaining unit member's personnel files will contain, for a period of one year after the receipt of a request in writing from that bargaining unit member delivered to the Office of the Provost and the office of the appropriate dean, a form upon which will be entered the date of use and the signature of each person using the files.

Article 12
DEPARTMENT CHAIRS

1. The position of department chairperson is occupied by a new or current bargaining unit member in an academic department based upon the recommendation of the department, approval of the dean and Provost, and final approval of the Board of Trustees. In the absence of a departmental recommendation, the dean may appoint an acting chairperson.

2. The appointment letter of the person receiving the assignment as department chairperson shall include the duties assigned by CMU and the expectations of the department for its chairperson which are consistent with those assigned duties.

3. The term of assignment to the position of department chairperson shall normally be for not less than three (3) years and not more than five (5) years. Upon recommendation of the department and the appropriate administrators, agreement by the individual being appointed and approval of the Board of Trustees, a department chairperson may be appointed for a period of less than three (3) years.

4. A person assigned as department chairperson will only be removed from the assignment during the term of the assignment for one or more of the grounds for dismissal of a tenured bargaining unit member (Article 15, Just Cause). Department chairpersons have no right or expectation of reassignment as department chairperson following the termination of the term of the assignment; however, a department chairperson may be considered for reassignment to the position.

5. A department may initiate a review of its chairperson in accordance with its procedures for the purpose of making its recommendation. When such a review is initiated, the department will notify the dean. A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson.

Article 13
LETTER OF APPOINTMENT

Upon initial appointment, each bargaining unit member shall receive a letter of appointment containing the following:

a. The effective date of employment;

b. The rank at which employed;

c. Salary;

d. A statement that terms of employment are subject to department, college/school, University policies, the Faculty Handbook and this Agreement*;

e. A statement of tenure status;

f. The initial primary assignment and additional assignments (e.g., teaching, coaching, chairing a department);

g. The general academic areas in which the bargaining unit member will be expected to work; and

h. An enclosure of material describing the ASSOCIATION Financial Security provisions in this Agreement.

* A copy of this Agreement will normally have been provided to the bargaining unit member prior to the issuance of a letter of appointment.

Article 14
TENURE, PROMOTION AND REAPPOINTMENT POLICIES
GENERAL POLICIES

1. The pursuit of knowledge and learning manifests itself in different ways in various fields and disciplines such as sciences, arts, humanities and applied arts. Departmental colleagues are best informed and are in the best position to arrive at specific criteria and standards to evaluate a bargaining unit member's work. Criteria refer to the areas of evaluation (e.g., teaching, scholarly and creative activity, professional growth, and University service). Standards refer to the written performance requirements in each evaluation area established in conformity with Article 10 of this Agreement. Departments develop and systematize these criteria (see Article 10) so that they may serve as guidelines for departmental recommendations regarding promotion, tenure, and reappointment. After approval by the Provost (see Article 10), these written standards form the basis not only for departmental evaluations but also for subsequent evaluations at higher levels.

2. Individual bargaining unit members have a responsibility for making known their significant activities and achievement. With respect to all recommendations and decisions regarding reappointment, tenure, and promotion, the bargaining unit member has final responsibility for bringing forth all evidence which the bargaining unit member wishes to be advanced in conjunction with recommendations and decisions. It is the responsibility of each bargaining unit member to document both the quantity and quality of his/her activities. Supporting documentation for reappointment, tenure, or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the departmental procedures and the terms of this Agreement.

3. The primary responsibility for judging the extent to which departmental members have pursued their professional and University obligations and have disseminated knowledge rests with the department.

4. Department tenure, promotion, and reappointment recommendations shall include a statement of the existing standards in each of the areas of evaluation and a statement explaining how the bargaining unit member has or has not met those standards. Each departmental tenure recommendation, positive promotion or reappointment recommendation and, when requested by the bargaining unit member, negative promotion and reappointment recommendation, shall be forwarded to the dean and Provost to be reviewed both substantively and procedurally.

5. The dean and the Provost, respectively, shall then render an independent academic judgment applying the department's criteria (including standards) required of the bargaining unit member giving due weight to the department's recommendation including rationale and documentation. When giving due weight to the department's recommendation, the dean and the Provost will make his/her independent academic judgment based on an assessment of the bargaining unit member's achievement under the department's criteria (including standards) as indicated by the department's rationale and the documentation provided.

6. When disputes arise, individual bargaining unit members may seek redress of grievances according to established procedures. Departmental and administrative judgments in these matters should never threaten free speech, fair comment, objective dissent, and critical thought which lie at the heart of a free intellectual life.

TENURE

Purpose and Objectives

7. The grant of tenure to a bargaining unit member is one of the most significant acts of a university. The decision follows and is based on two complementary judgments: (1) the competence and promise of the bargaining unit member and (2) the future needs of the University. The University commits a portion of its resources for a number of years to the skills and capacity of one individual and offers a career to develop the individual's area of competency. Tenure is one way in which the freedom to teach and to do research without arbitrary interference is protected. This protection of academic freedom is the fundamental purpose of tenure.

8. A new member in the bargaining unit has a right to expect a clear contract and has procedural rights to guard against unfair treatment or violation of the terms of appointment. The new bargaining unit member does not have a claim to tenure.

Scope of Policy

9. The Central Michigan University tenure policy applies to regular full-time faculty positions at Central Michigan University. Years of service on the full-time faculty at CMU shall be cumulative in counting years toward qualification for tenure. At the request of the bargaining unit member and upon mutual agreement of the department, dean and Provost, full-time service at another institution and at Central Michigan University as a full-time temporary faculty member may be included. This policy does not apply to temporary, part-time, or visiting positions, or to bargaining unit members hired* with all or part of their assignment in coaching sports for which the audience is charged a gate admission.

General Policy

10. Appointment leading to tenure results from a deliberative process involving departments or other academic units, college/schools, and CMU administration, resulting in a decision by the Board of Trustees. Persons reappointed to the faculty after specified periods (e.g., instructor for a period exceeding seven (7) years) are granted tenure. Prior to consideration for the grant of tenure, nontenured bargaining unit members are periodically considered for reappointment as described in paragraphs 18 through 22 of this Article. The services of tenured bargaining unit members may be terminated; or tenured bargaining unit members may be dismissed only for the reasons and under the procedures described later under Article 15, Just Cause.

* The exception to this policy will be applied prospectively and will not affect the tenure status of those hired before a gate admission for a sport is announced nor to those hired before November 16, 1977.

Policies for Particular Academic Ranks*

11.** **Instructor:** Shall be appointed for at least an annual period. If reappointed beyond seven (7) years of service, such appointment shall be designated as tenured.

Assistant Professor: Shall be appointed for at least an annual period. If reappointed beyond six (6) years of service, such appointment shall be designated as tenured.

Associate Professor: Shall be appointed for at least an annual period. If reappointed beyond four (4) years of service, such appointment shall be designated as tenured.

Professor: Shall be appointed initially for a two-year period. If reappointed, such appointment shall be designated as tenured.

PROMOTION

General Policies

12. Promotion in rank is not automatic nor based on seniority but rather on criteria and standards set forth in this Agreement and/or established as provided in this Agreement. These standards are those established in conformity with Article 10 of this Agreement. In general, the minimum time required in a rank before promotion to a higher rank is four (4) years. In extraordinary circumstances, upon mutual agreement of the department, dean, and Provost, an exception may be made to the minimum amount of service required.

13. A periodic, voluntary review of the tenured bargaining unit member's progress toward promotion is provided through the "Conference for Assistance to Bargaining Unit Members." (See Article 16.) At the conference, the bargaining unit member shall be provided with information designed to assist him/her to attain promotion.

* The rank of original appointment determines the length of probationary appointments. In exceptional cases, a bargaining unit member may be appointed, initially, for a portion of an academic year.

Under extraordinary circumstances, at the express request of the bargaining unit member who is applying for tenure under paragraph 11 of this Article, additional nontenured appointments may be granted. Such annual extensions of the probationary period may not exceed two years and are made only when consistent with the needs of the University and the professional development of the bargaining unit member. Such extraordinary appointments are made only upon the recommendation of the department, the dean, the Provost, and the President and approved by the Central Michigan University Board of Trustees.

** See Letter of Agreement 1.

14. An individual must have an earned master's degree, or equivalent, for appointment to the regular faculty. Generally, a terminal degree is a minimum expectation for appointment or promotion to professorial ranks, particularly the ranks of Associate Professor and Professor. Specific expectations may vary among departments and college/schools.

Tenure and Promotion Calendar

15. Bargaining unit members are considered for promotion during the Winter Semester with actual promotion taking effect at the start of the next academic year. However, CMU may promote bargaining unit members at other times during the year under unusual circumstances when the department, the dean, and the Provost deem it appropriate. Bargaining unit members are considered for tenure during the Fall and Winter Semesters.

16. The calendar for such promotion and tenure considerations during the Winter Semester shall be as follows:

Tenure and promotion recommendations of the department due in the office of the dean	February 15
Tenure recommendations of the dean due in the Office of the Provost	March 25
Promotion recommendations of the dean due in the Office of the Provost	April 1
Tenure recommendations of the Provost due in the Office of the President	April 10
Promotion recommendations of the Provost due in the Office of the President	April 20

17. Each bargaining unit member shall be sent notice of the promotion decision not later than three (3) days following the Board of Trustees meeting at which the bargaining unit member's promotion was considered. Salary adjustments in these cases shall take effect in the first pay period following the effective date of the promotion.

REAPPOINTMENT OF NONTENURED BARGAINING UNIT MEMBERS

18. A nontenured bargaining unit member at Central Michigan University holds a probationary appointment subject to annual review and reappointment. The bargaining unit member is advised in writing early in the appointment of the standards and procedures generally employed in decisions affecting reappointment and tenure. It is the intent of both parties that the "Bases for Judgment of Reappointment & Tenure" (as described in paragraphs 23 and 24 of this Article) shall apply to each bargaining unit member from the time he/she is appointed until the tenure decision is made. It is understood that departmental changes in criteria (including standards) will be made in accordance with Article 10. If criteria (including standards) do change, they will apply only to those bargaining unit members whose review takes place two academic years after the effective date of the revised criteria (including standards).

19. A periodic voluntary review of the nontenured bargaining unit member's situation during the probationary service is provided through an annual "Conference for Assistance to Bargaining Unit Members." (See Article 16, Conference for Assistance to Bargaining Unit Members.)

20. Nontenured bargaining unit members are afforded an opportunity to submit material which they believe will be helpful to an adequate review of their qualifications through an Annual Personal Data Sheet filed in the departmental office and office of the dean. Nontenured bargaining unit members may also submit material through letters delivered to the departmental office and the office of the dean.

21. Notice of nonreappointment is made as follows:*

a. Not later than March 1 of the first (1st) academic year of service, if the appointment expires at the end of that academic year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.

b. Not later than December 15 of the second (2nd) academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.

c. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.

22. In conformance with good academic practice, CMU gives notice of nonreappointment of nontenured bargaining unit member(s) using the time limits set forth above. The purpose of the relatively long period of notice is to give the nontenured bargaining unit member an opportunity to make new professional employment arrangements. If CMU fails to give timely notice, a remedy consistent with the purpose of notice of nonreappointment shall be fashioned. Any reappointment made to remedy late notice of nonreappointment shall not give tenure unless a specific decision by CMU has been reached to grant tenure.

BASES OF JUDGMENT FOR REAPPOINTMENT, TENURE AND PROMOTION

23. Reappointment, tenure and promotion decisions result from deliberations and judgments occuring at various levels within the institution and begin with recommendations by departments to the college/school level where recommendations are made to the University level for decision. At each level, the standards applied shall be those developed by the departments, approved by the Provost, and contained in department procedures, criteria, and bylaws. (See Article 10.)

* Under the current academic calendar, CMU follows a practice of giving notice for the purpose of paragraph 21.a. by mid-February three (3) months prior to the end of the Winter Semester. Change in the calendar may result in changes in the dates, but notice is given not later than the dates set forth in paragraphs 21.a., 21.b., and 21.c.

24. The bases for judgment for reappointment and tenure are: a) **the competence and promise of the bargaining unit member,** and b) the **future needs of the University.** The basis for judgment for promotion is the demonstrated professional achievements of the bargaining unit member. Both parties recognize that greater scrutiny may be given to judgments as their relative importance increases.

Reappointment and Tenure

25. Reappointment and tenure recommendations and decisions are based upon:

a. The **competence of a bargaining unit member** which includes demonstrated achievement in the following areas:

1) Teaching competence,

2) Scholarly and creative activity,

3) Professional growth of a significant nature, and

4) University service which may be supplemented by public service related to the bargaining unit member's discipline.

b. The **promise of a bargaining unit member** which includes:

1) An evaluation, based upon performance up to the present time, as to the bargaining unit member's potential for professional growth and development; and

2) A judgment as to whether the bargaining unit member will contribute to the goals and objectives established by the department.

Promotion

26. For purposes of promotion recommendations and decisions, **demonstrated professional achievements** include:

a. Teaching competence,

b. Scholarly and creative activity,

c. Professional growth of a significant nature, and

d. University service which may be supplemented by public service related to the bargaining unit member's discipline.

27. The University is an institution where there is a collective pursuit of knowledge and learning by its faculty and student body. The institution achieves highest stature when students are not only exposed to excellent teaching but are themselves stimulated to create or discover knowledge. Faculty should be motivated to see, as their main goal, teaching knowledge and teaching the creation of new knowledge or research. Ideally, faculty should be constantly involved in teaching and research, for they are in fact part of the same process of learning. Promotion policy should recognize the importance of both teaching and research. Recognition should also be given to faculty who devote time in working and consulting with students in activities related to learning.

PROCEDURES FOR RECOMMENDATIONS AND DECISIONS RELATING TO TENURE, PROMOTION AND REAPPOINTMENT

28. Tenure, promotion, and reappointment result from a process of deliberation by a department or other academic unit, a college/school, and CMU administration, resulting in a decision by the Board of Trustees. This requires an independent judgment by the department members, the deans, and the Provost. All recommendations and decisions shall be made in conformity with criteria (including standards) and procedures established under Article 10 and this Article and shall be forwarded to the dean. The dean, using processes developed at the college/school level and using established department standards, considers the recommendations and, with his/her own recommendation, shall forward them to the Provost. The Provost, using processes developed at the Provost's level and using department standards, considers such recommendations and with his/her own recommendation, shall forward them to the President. The President, after examination, shall forward favorable recommendations of the Provost, which may be supported with file materials, together with his/her own recommendations, which may be accompanied by file materials, to the Board of Trustees. Processes utilized at all levels and department criteria (including standards) shall be circulated to affected bargaining unit members in advance of their use.

29. Negative recommendations concerning tenure shall be considered in the same manner as positive recommendations at each level up to and including the President. Bargaining unit members shall be notified of negative tenure recommendations at each level up to and including the President. Negative recommendations concerning promotion and reappointment shall be forwarded to each level up to and including the President and will be considered in the same manner as positive recommendations at each level where it is requested by the bargaining unit member involved. Bargaining unit members shall be notified of negative promotion and reappointment recommendations at each level where a review is requested up to and including the President. Request for such review shall be made in writing and delivered to the Office of Faculty Contractual Relations no later than one (1) week after notice of the recommendation is sent to the bargaining unit member. (See Article 8, paragraph 2.f., Grievance Procedure.)

30. When the department chairperson makes an independent judgment and recommendation regarding tenure, promotion, or reappointment, the chairperson, in addition to forwarding the his/her formal written recommendation, will share it with the individual involved. That individual may, in turn, share it with the committee responsible for the department's recommendation.

31. Upon written request to CMU with a copy to the ASSOCIATION, a bargaining unit member not recommended for tenure, promotion or reappointment at the department level shall have a conference with the department chairperson or his/her designee. At this conference, the chairperson or designee shall, to the extent that information is known or readily available, summarize the information discussed prior to the decision and explain the reasons for the negative decision. At the bargaining unit member's written request, a representative of the ASSOCIATION may accompany him/her to this conference.

32. If a dean makes a negative recommendation reversing a positive recomendation by a department or if the Provost makes a negative recommendation reversing a positive recommendation by a dean, before that recommendation is passed on to the next level, the dean or Provost shall offer a meeting with the bargaining unit member at which the reason(s) for the recommendation will be explained. At the bargaining unit member's request, a representative of the ASSOCIATION may accompany him/her to these meetings. The dean or the Provost shall also state in writing why the departmental recommendation was not upheld and include that information with his/her recommendation being passed on to the next level.

33. All evidence not submitted by the bargaining unit member and used by a dean or the Provost in making recommendations concerning tenure, reappointment or promotion shall be shared with the bargaining unit member normally two (2) weeks before such recommendations are made and passed on to the next level. The bargaining unit member shall be provided an opportunity to address such evidence at the level at which it is used. At the request of the bargaining unit member, a description of such evidence used in these matters shall be reduced to written form. If the dean or designee, or the Provost or designee, is unable to share such evidence with the bargaining unit member prior to two (2) weeks before the date the recommendation is due at the next level, the date for submitting the recommendation to the next level shall be extended accordingly up to a maximum of two (2) weeks.

34. Both parties recognize that teaching competence is one of CMU's criteria (see paragraphs 25 and 26 of this Article) utilized in recommendations and decisions pertaining to tenure, promotion, and reappointment. The choice of evidence demonstrating teaching competence shall reside primarily with the various departments as described in their procedures. Individual bargaining unit members also may forward evidence of their choice if that evidence is not prohibited by departmental procedures. It is understood that the evidence of teaching competence used in departmental personnel recommendations is subject to the same process of review by the dean and Provost as is provided for in paragraph 28 of this Article. Nothing in this paragraph shall require any recommending or decision-making body at the University to ignore student comment with respect to such matters. Conversely, nothing in this paragraph shall bind departments to require student evaluations. If student comments are utilized at any level where a recommendation or decision is made, such comments shall be shared with the individual bargaining unit member on a timely basis so as to provide an opportunity for the bargaining unit member to address such comments prior to a decision at each level at which the comments are raised. A failure to provide such comments to bargaining unit members on a timely basis shall be remedied by a review as set forth under paragraph 29 of this Article.

35. Recommendations or decisions relative to tenure, promotion, or reappointment may be grieved under the grievance provision (Article 8) of this Agreement.

Article 15
JUST CAUSE

1. No bargaining unit member will, without just cause, be: a) reprimanded in writing, b) reduced in rank, or c) reduced in compensation--as a disciplinary action. Neither shall any nontenured bargaining unit member be terminated from employment for the duration of that bargaining unit member's individual employment contract without just cause.

2. Termination of a tenured bargaining unit member shall only be on the following grounds:

   a. Reaching a mandatory retirement age;

   b. Extraordinary circumstances because of financial exigencies;*

   c. Bona fide discontinuance of a program or department, which does not include merely merging one department, program, college/school into another or transferring courses or programs elsewhere within the University;**

   d. Medical reasons;***

   e. Just cause.

3. Written notice of the above actions shall be given to the affected bargaining unit member and shall specify the reasons. Such bargaining unit members shall be provided due process through the grievance and arbitration provisions of this Agreement and through the expedited procedure where dismissal is based on just cause. (See Article 8, paragraph 19; and Article 9.)

Article 16
CONFERENCES FOR ASSISTANCE TO BARGAINING UNIT MEMBERS

1. An individual conference for the purpose of assisting each bargaining unit member (excluding bargaining unit members who have received notification of nonreappointment or have resigned) may be held at least once each year between each such member, the member's dean (or designated representative), and the chairperson/unit supervisor of the member's department (or representative of the

* See Article 17 (Position Reduction/Layoff).

** See Article 17 (Position Reduction/Layoff).

*** Termination of a tenured appointment (or of a nontenured or special appointment before the end of the period of appointment) for medical reasons will be based upon clear and convincing medical evidence.

member's departmental committee having jurisdiction over tenure or reappointment questions). At the beginning of each academic year, chairpersons/unit supervisors shall survey bargaining unit members in their department/unit and inform the dean of the names of those bargaining unit members interested in such a conference. The dean shall schedule a conference with each bargaining unit member indicating such interest.

2. At the Conference for Assistance to Bargaining Unit Members, the dean (or designee) will review with the bargaining unit member the criteria and standards then existing at the department, college/school, and University levels applying to that bargaining unit member's consideration for tenure, promotion or reappointment. The dean (or designee) shall inquire at the conference whether the bargaining unit member has any questions regarding criteria and standards or application of criteria and standards pertaining to tenure, promotion or reappointment consideration for that bargaining unit member. All questions asked by the bargaining unit member relative to the bargaing unit member's performance with regard to the criteria and standards shall be recorded by the dean (or designee) and written responses to those questions furnished by the dean (or designee).

Article 17
POSITION REDUCTION/LAYOFF

1. Layoff is the discontinuation of employment of a bargaining unit member for reasons other than the competence and promise of a bargaining unit member. Recommendations concerning layoffs occur separately from, and are based on considerations different from, those dealing with tenure and reappointment.

2. CMU may lay off bargaining unit members as a result of certain considerations. Two of these considerations would be discontinuation of a program and financial exigency.

a. Bona Fide Discontinuation of a Program. Any program discontinuation which results in the layoff of a bargaining unit member must be approved through established University curricular planning procedures prior to any layoff recommendation or decision.

b. Financial Exigency. Before any bargaining unit member is laid off because of financial exigency, a declaration of financial exigency will be made by the Central Michigan University Board of Trustees. Before the Board of Trustees declares financial exigency, the following shall occur:

1) At least thirty (30) days notice of the possibility of declaring financial exigency shall be given to the ASSOCIATION.

2) CMU will furnish to the ASSOCIATION the financial information upon which it is basing its judgment that financial exigency may have to be declared.

3) CMU will schedule an opportunity for the ASSOCIATION to meet, after fulfilling its obligations under i. and ii. above, with CMU in joint consultation to consider the need to declare financial exigency.

3. Two primary factors have always been involved in faculty personnel decisions: a) the immediate and anticipated long-term program needs of the University, and b) the competence and promise of faculty members. A situation may arise in which CMU must lay off bargaining unit members even though they are competent and have shown promise.

REDUCTION PRIOR TO LAYOFF OF BARGAINING UNIT MEMBERS

4. When it is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department, the administration shall notify the department in writing specifying the reasons for the reductions. The department shall then have the responsibility of developing recommendations as to how the reductions might be implemented. If programmatic considerations allow, departments may make recommendations short of layoff of bargaining unit members as follows:

a. To leave unfilled a vacancy caused by retirement, resignation, or some other form of actual or anticipated attrition.

b. Not to consider additional appointment of temporary faculty.

c. The elimination of temporary faculty positions in the department.

d. To reconvert graduate assistantships, earlier established by the conversion of faculty positions to graduate assistantships.

e. The conversion of billeted graduate assistantship positions to faculty positions.

f. If departmental procedures allow, the department may recommend that a bargaining unit member be assigned a summer school, CECS or IPCD assignment as part of his/her regular load. Such assignments shall not result in a decrease in ten-month base salary for the bargaining unit member.

g. To develop, in cooperation with CMU, an early retirement/voluntary resignation incentive program for department members.

If the recommendations made by the department are determined by the administration not to be sufficient to accomplish the amount of reduction necessary in the department or if the recommendations do not meet programmatic needs, the Provost will notify the department that layoff of bargaining unit members is necessary. Departments will consider all those applications for reappointment and tenure made prior to a notification by the department of a layoff recommendation. (See paragraph 7 of this Article.)

LAYOFF OF BARGAINING UNIT MEMBERS

5. Decisions concerning layoff of bargaining unit members are based upon recommendations originating in departments, which play an initial role in the determination. These recommendations will be made without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, and veteran status.

6. No single set of directions or criteria guides or restricts the recommendations of departments, with the notable exception that tenure commitments will be honored according to provisions of this Agreement. Each department, when faced with a layoff, will consider the full range of its options and, using the formal procedures of that department, will formulate a recommendation based on an assessment of the best interests of the students who are to be educated and the anticipated educational program of CMU. However, the following two considerations must be primary when departments recommend layoff of bargaining unit members:

a. Programmatic Needs. Programmatic needs are defined as the immediate and anticipated long-term needs as established by the the University curricular planning process.

b. Length of University Service.

1) Length of service (seniority) refers to time accrued in years and months while employed at the University in a position which would normally be described as part of the bargaining unit under Article 2 of this Agreement. (Faculty shall retain, but not accrue, length of service while on leave of absence without salary.)

2) Regular faculty employed at the University in a nonbargaining unit position shall accrue length of service proportionate to the faculty FTE utilized in performing faculty responsibilities.

3) Accrued length of service shall be lost only upon termination of employment from the University unless stated otherwise in this Agreement.

4) Nothing contained in this Article is intended to waive or diminish rights provided to bargaining unit members by law.

7. When it is necessary to lay off a nontenured bargaining unit member in a department or to lay off a tenured bargaining unit member, the department shall notify in writing the affected bargaining unit member and dean of its recommendation. In this written recommendation, the department shall give its reasons to the individual and the dean as to why options a. through g. of paragraph 4 in this Article were not exhausted and the reasons for its recommendation under paragraph 6 of this Article. The document containing the reasons shall be sent to the dean for review, which may include conferring with the department.

8. The dean, after his/her review of the department recommendation, will notify the Provost of the department's recommendation, including its reasons. Within ten (10) days of the departmental recommendation to the Provost, the Provost shall

offer a meeting to the affected bargaining unit member at which the department recommendation may be appealed. The bargaining unit member shall accept or decline such an appeal meeting within five (5) days. If accepted, the meeting shall be held within five (5) days, and the bargaining unit member may request that ASSOCIATION representation be present at the meeting. The Provost shall notify the affected bargaining unit member of his decision. This notification from the Provost shall constitute the official layoff notification for purposes of this Article.

9. If any bargaining unit member is released due to layoff, CMU will provide a written statement to the bargaining unit member indicating that had a position been available at the time of the bargaining unit member's reappointment or tenure decision, the bargaining unit member would have been considered for reappointment or tenure since the bargaining unit member was laid off (retrenched) and was not released because of incompetence or for lack of promise.

10. If, during the period between notice of layoff and the actual layoff, circumstances in a department undergoing position reduction change through the death or resignation of a department member, the department shall reconsider its layoff recommendation. Additionally, during the period between notice of layoff and the actual layoff, a department may recommend to the CMU administration that a layoff decision be rescinded because of increasing enrollments, program developments, or similar circumstances. The actions and recommendations occasioned in this paragraph do not alter the notice provisions of this Article.

11. If a layoff notice has precluded a reappointment or tenure decision and circumstances in a department change as specified above, the bargaining unit member notified of layoff shall be considered for reappointment or tenure within the next academic semester. In this circumstance, the probationary period of the bargaining unit members shall not be affected.

PROVISIONS FOR LAID-OFF BARGAINING UNIT MEMBERS

12. The provisions for laid-off bargaining unit members are as follows:

a. Appeal Processes. A grievance and appeal mechanism exists in this Agreement to ensure bargaining unit members a system of due process. The grounds for a grievance under this Article are allegations that a violation of procedural regulation has occurred, or that errors of fact, prejudice, arbitrary and capricious actions, or considerations violative of academic freedom have occurred which may have significantly contributed to the decision.

b. Advance Notification. Bargaining unit members are provided with advance notice of a decision so that they have time to seek other opportunities. During the first (1st) and second (2nd) year of appointment, the period is not less than six (6) months; after the midpoint of the second (2nd) year, a notice of one (1) full year shall be provided. Strict adherence to these standards of notice of nonreappointment shall be maintained by CMU and results in a firm schedule for recommendations by departments.

c. Placement Assistance. An effort is made to assist individuals in securing other employment at the University and elsewhere. CMU shall work with departments to increase our joint effectiveness in these areas. Specifically, University vacancies will be advertised internally so that bargaining unit members facing termination may know of all opportunities which exist. Faculty can help in calling to the attention of their colleagues at other schools the availability of individuals whose appointments here cannot be renewed. CMU will also provide bargaining unit members with letters attesting to the fact that the failure to renew a contract was the result of layoff. CMU shall arrange a relocation conference with bargaining unit members who are not reappointed because of retrenchment. These conferences will be coordinated by a representative of the Provost's Office and will include other staff familiar with the employment opportunities within the University. All units of the University where the individual was previously employed will be informed of that individual's availablility. The purpose of these conferences is to assure a complete evaluation of intra-University employment possibilities.

d. Unemployment Compensation. Those who do not have a contract for the next academic year or accept other employment at CMU or elsewhere and are otherwise eligible may receive unemployment compensation. This program is funded directly by CMU.

e. Special List. Any individual who has been laid off shall, upon his/her request, be placed for two (2) years on a special list for the purposes described below. This list shall be maintained by the Provost's Office and shall include basic resume data. This list shall be sent to each department and the ASSOCIATION (and updated regularly).

f. Interviews. Each department prior to filling a vacancy for which the department judges an individual on the list to be qualified shall offer a personal interview to the individual and give consideration to his/her candidacy prior to forwarding a recommendation for the position. (For rights of tenured bargaining unit members in such cases, see the appropriate clauses in this Agreement.)

g. Two-Year Protection. If a nontenured bargaining unit member's contract is not renewed for the sole reason that the department does not at the time of decision, have or is not anticipated to have sufficient regular, full-time positions for the program to which the bargaining unit member is primarily responsible, a notation of that reason shall be made in the nontenured bargaining unit member's personnel file. The nontenured bargaining unit member's position (whether designated, at the time of replacement regular, part-time and/or temporary) will not be filled by a replacement in the program within two (2) years, unless the nontenured bargaining unit member has been offered reappointment and a reasonable time within which to accept or decline it.

h. Benefits Upon Re-employment. Any individual who is re-employed on the regular faculty shall have any previous regular service apply as years of service for purposes of tenure, sabbatical leave

consideration, and fringe benefits where applicable. The institution shall always have at least two (2) full semesters exclusive of leaves, including sabbatical leaves, following reemployment to determine whether to grant tenure. If tenure is not granted, the notice provision is in Article 14, paragraphs 21 and 22.

i. Reassignment. CMU will attempt to place, in other suitable positions, bargaining unit members who are to be laid off.

13. In addition to benefits in paragraph 12 (a. through i.), a tenured bargaining unit member laid off for a reason other than financial exigency shall be given at least eighteen (18) months notice or given severance salary equal to the bargaining unit member's ten (10) month base salary at the time of layoff. If a tenured bargaining unit member is laid off for reasons of financial exigency, he/she shall be given at least twelve (12) months notice or, where CMU has not provided such timely notice, shall be given severance salary equal to the bargaining unit member's ten (10) month base salary at the time of layoff.

ADMINISTRATIVE TIME LIMITS

14. The administration may impose time limits for departmental recommendations set forth in this Article in order to meet the time limits in this provision and in other provisions within this Agreement. In no case, however, shall a department be given less than two (2) weeks to forward its recommendation. CMU may allow a longer period of time if it is not pressed by other obligations of this Agreement.

Article 18
REORGANIZATION/REASSIGNMENT*

1. When a bargaining unit member is assigned to a newly created academic department, assigned to a department as a partial or complete merger of two academic departments, or re-assigned to an existing department, the assigned bargaining unit member shall receive not less than his/her current ten (10) month base salary in the new assignment. He/she will also retain tenure status, faculty rank, and length of service (as defined in Article 17, paragraph 6.b.1.) An exception to this provision is a bargaining unit member who, as a consequence of any of these three (3) reasons for new assignment, is reassigned to, or becomes retrained in, a discipline other than that contained in the initial letter of appointment.

2. For members of units and/or departments whose membership has changed because of a merger of two or more academic units or which have been relocated from one college/school to another, the following provisions shall apply to those bargaining unit members who held tenure-track appointments at Central Michigan University during the academic year of the reorganization.

* See Letter of Agreement 2.

a. Bargaining unit members under consideration for tenure, promotion, or reappointment shall continue to be evaluated using the procedures and criteria existing in their former unit and/or department at the time of the relocation or merger until such time as new procedures and criteria are developed and approved in conformity with Article 9 of the Agreement.

b. After such new procedures and criteria are approved, bargaining unit members shall elect to be evaluated using either:

1) The procedures and criteria existing in their former unit and/or department at the time of relocation or merger, with voting by the members of the former department or unit.

2) The procedures and criteria developed by the new unit and/or department, with voting by members of the new department or unit.

Such election shall be made known in writing to the appropriate personnel committee prior to their deliberations on the first personnel decision involving the bargaining unit member following the relocation or merger. The same option must be elected for tenure, promotion, and reappointment decisions, except as limited in paragraph 2.c.

c. For purposes of promotion, such election may be made only within one (1) full year following merger or relocation. After one (1) year, the criteria and procedures existing in the new unit and/or department will be utilized for purposes of promotion.

d. For nontenured bargaining unit members, a tenure slot will be available for them at the time the tenure decision is to be made, except where it has been necessary to layoff under Article 17 of the Agreement.

Article 19
UTILIZATION OF NONBARGAINING UNIT MEMBERS

1. If responsibilities regularly and customarily performed by persons in the bargaining unit are performed on the University campus by a source outside the bargaining unit, no bargaining unit member shall be laid off or suffer a loss of base salary as a result.

2. CMU intends to use nonbargaining unit members to supplement the bargaining unit members and not to displace them. Therefore, no bargaining unit members shall be displaced as a result of these persons being utilized.

3. CMU shall supply information to the ASSOCIATION each academic semester pertaining to the total number of FTE used by bargaining unit members compared to that used by the total number of nonbargaining unit members.

4. At the ASSOCIATION's request, CMU and the ASSOCIATION shall meet and confer in regard to this information.

Article 20
AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

1. The ASSOCIATION and CMU agree that the express terms and provisions of this collective bargaining agreement shall be applied without regard to an individual's race, color, sex, religion, national origin, age, height, weight, handicap, marital status, and veteran status.

2. The parties recognize that the federal and state law, as well as University policies, provide multiple protections and remedies for equal opportunity and affirmative action. A list of the administrative agencies charged with the enforcement of state and federal equal employment laws is on file in the University's Affirmative Action Office and shall be distributed to the ASSOCIATION annually.

Article 21
SUPPLEMENTARY COMPENSATION FOR BARGAINING UNIT MEMBERS

1. A full-time bargaining unit member may not teach for compensation at other institutions during the time when he/she has duties on campus without prior written permission from the appropriate department chairperson, the appropriate dean, and the Provost. Teaching at other times of the year for institutions outside the State of Michigan shall be reported, in advance, to the appropriate department chairperson, the appropriate dean, and the Provost. Teaching for institutions within the State of Michigan shall only be with the prior written permission of the appropriate department chairperson, the appropriate dean, and the Provost.

2. A bargaining unit member may engage in other activities for financial compensation or gain as long as these activities do not conflict with his/her professional duties or any University programs. If it might reasonably be considered that these other activities would interfere with a bargaining unit member's professional duties or be in competition with any University program, the intent to engage in such activities must be reported to the appropriate department chairperson and the appropriate dean. Such nonconflicting outside activities for compensation normally should be limited to an average of one (1) day per week per semester. All such activities shall be reported annually to the appropriate department chairperson and the appropriate dean.

SUPPLEMENTAL ACTIVITY GUIDELINES FOR BARGAINING UNIT MEMBERS

3. The purpose of these guidelines is not intended to eliminate or limit supplemental earnings but to provide quality education for CMU students.

a. It is understood that supplemental activities will not interfere with a bargaining unit member's normal responsibilities. It is the expectation of CMU that a bargaining unit member's normal duties will take precedence over supplemental activities. Such activities include, but are not necessarily limited to, teaching for IPCD, CECS, and other institutions; teaching correspondence courses and ICF's (Independent Course in the Field); working on externally funded research projects; serving on IPCD Experiential Learning Teams; and serving as an outside consultant or outside work of any nature.

b. If, during the academic year, a bargaining unit member is not working on an externally funded research project and the bargaining unit member is interested in engaging in other activities for financial compensation or gain, the following guidelines go into effect.

1) A full-time bargaining unit member may not teach or provide other contractual services for compensation at other institutions during the time when he/she has duties on campus without **prior written permission** from the appropriate department chairperson, the appropriate dean, and the Provost.

2) Teaching at other times of the year for institutions outside the State of Michigan shall be **reported, in advance,** to the appropriate department chairperson, the appropriate dean and the Provost.

3) Teaching for institutions within the State of Michigan shall only be with the **prior written permission** of the appropriate department chairperson, the appropriate dean, and the Provost.

4) Teaching for IPCD or CECS shall be **reported, in advance,** to the appropriate department chairperson and dean. As a guideline, no more than one four-credit hour course equivalent should be taught on an overload basis during the semester that a bargaining unit member is teaching a full load on campus.

5) Regular outside University work or occasional outside work for any specific length of time that exceeds one day per week shall be **reported, in advance.**

6) A bargaining unit member may not teach overload courses simultaneously.

7) Supplemental activities will not interfere with a bargaining unit member's normal responsibilities. Regular class periods or exam periods may not be altered without prior written permission.

ON CAMPUS SUMMER ACTIVITY	*PRIOR WRITTEN PERMISSION REQUIRED SHOULD ONE REQUEST TO EXCEED:
Full-time three-week, six-week AND two-week sessions	2 credit hour or equivalent
Full-time three-week and six-week sessions	4 credit hours or equivalent
Full-time six-week and two-week sessions OR Full-time three-week AND two-week sessions and half-time six-week sessions	5 credit hours or equivalent
Full-time six-week session OR Full-time three-week session AND half-time six-week session	7 credit hours or equivalent
Full-time three-week AND two-week sessions OR Half-time six-week session AND full-time two-week session	8 credit hours or equivalent
Full-time three-week session OR Half-time six-week session	9 credit hours or equivalent
Full-time two-week session	11 credit hours or equivalent
No on-campus summer activity	13 credit hours or equivalent

* Prior written permission of a bargaining unit member's dean and department chairperson required of the bargaining unit member requesting to exceed the guidelines for summer listed.

c. If, during the summer, a bargaining unit member is not working on an externally funded research project, then the bargaining unit member may perform supplemental activities for Central Michigan University beyond teaching on campus, provided that the activities do not exceed the (guidelines or limits) stated below. Teaching activities and all other contracted services for IPCD or CECS shall be reported, in advance, to the appropriate department chairperson and dean.

d. If a bargaining unit member is working on an externally funded research project during the academic year, the bargaining unit member may perform supplemental activities providing that the activities and the research activities do not exceed the equivalent of a full load plus one four-credit hour course. Some sponsoring agencies, however, prohibit compensation above the bargaining unit member's academic year base salary.

e. If a bargaining unit member is working on an externally funded research project during the summer, the bargaining unit member may perform supplemental activities for CMU by teaching on campus and/or off campus (CECS and IPCD) providing the activities for teaching and research do not exceed an equivalent of a 12 credit hour load. Some sponsoring agencies, however, restrict compensation to a specific ceiling and time frame.

f. Additional policy statements regarding supplemental activity for bargaining unit members are found in the Sponsored Research Handbook (Office of Grants and Contracts).

g. A college/school may have additional requirements occasioned by professional accreditation standards regarding supplemental activity for bargaining unit members.

Article 22
TEACHING OPPORTUNITIES ADDITIONAL TO SEMESTER TEACHING

1. CMU and the ASSOCIATION recognize that the Summer Sessions (I, II, III) between the two normal academic semesters provide opportunities for bargaining unit members flexibility, job security, and additional compensation.

2. Preference for appointment to teach in Summer Sessions I, II, and III will be given to qualified Central Michigan University bargaining unit members provided they have been recommended by the department through which such courses are being offered. Departments have the responsibility to review and recommend approval of the credentials of individuals other than Central Michigan University bargaining unit members prior to their appointment to teach in Summer Sessions I, II, and III.

3. CMU shall publish timely notices in the Newsletter of all compensated committee or other nonteaching opportunities for the Summer Sessions I, II, and III so that interested bargaining unit members may apply.

4. A bargaining unit member, with the recommendations of the department and college/school and with the approval of the Office of the Provost, may elect to waive the right to supplemental compensation and develop an alternative plan for fulfilling normal academic on-campus responsibilities. A mutually acceptable plan may involve the reduction of that person's responsibilities such as teaching, advising, and University and departmental committee assignments during the academic year in exchange for comparable responsibilities during the summer sessions or similar arrangements.

Article 23
CONTINUING EDUCATION AND COMMUNITY SERVICES COURSES

1. Whenever a class is planned by Continuing Education and Community Services (CECS), the department to which the class course number is assigned shall be notified. Preference for teaching assignment in such a class shall be given to Central Michigan University bargaining unit members in that department. The department, after exhausting departmental resources, may then recommend other qualified Central Michigan University bargaining unit members. If the department has not provided instructors for a course within three (3) weeks after notification, it shall be the responsibility of CECS to identify and assign instructors subject to paragraph 3. When the faculty of a college/school or department choose to abide by accreditation standards that restrict loads which would be exceeded by teaching courses offered through CECS the foregoing rule of preference shall be waived.

2. A department may choose not to staff a course for CECS for whatever reasons the department deems proper. In that event, it is the responsibility for CECS to identify and assign instructors subject to paragraph 3.

3. Departments, using their established criteria and procedures, have the responsibility to approve or disapprove all credentials of all individuals who teach University credit courses having the department course number. Departments have the responsibility to review approvals of instructor credentials for CECS once every three (3) years either from the initial approval or previous re-evaluation. CECS shall have the responsibility to notify departments that it is time for a review. CECS shall, at that time, forward any pertinent information to the department including any information requested by the department. Credentials may be re-evaluated sooner at the request of either CECS or the appropriate department. Reasons for departmental disapproval or nonreapproval of an individual's credentials may, at the request of CECS, be reviewed by the Provost.

4. Within a forty-five (45) mile radius of Mt. Pleasant, CECS and the appropriate department jointly shall determine what courses shall be taught, when these courses shall be taught, and the location of these courses.

5. Disputes or concerns about CECS offerings within a forty-five (45) mile radius of Mt. Pleasant shall be resolved by the Provost in joint conference with the designee of the involved department, the appropriate dean, and the Director of CECS relative to: a) which courses are to be offered, b) location and session or semester a course shall be offered or c) instructor assignments.

6. For courses to be offered through the Saginaw Center, CECS will consult with the appropriate department concerning what courses shall be taught, when these courses shall be taught, and the location of these courses prior to scheduling them and will notify the department of the schedule. Within five (5) days of the receipt of such notification, a department which objects to this schedule may request a joint conference with the Director of CECS, the departmental designee, the appropriate dean, and the Provost to review the CECS decision with a decision to be rendered by the Provost. This review must take place before the course is offered.

7. Recommendations and requests for specified faculty made by sponsoring agencies outside the University for particular courses shall be honored whenever possible by CECS and the appropriate department.

8. In all instances, teaching assignments for CECS shall be on a voluntary basis except as provided in Article 25, Teaching at Locations Distant from the Main Campus.

Article 24
INSTITUTE FOR PERSONAL AND CAREER DEVELOPMENT

1. Bargaining unit members will not be required to teach for the Institute for Personal and Career Development (IPCD).

2. Departments and, for Master of Science in Administration (MSA) core courses, the MSA Committee* have responsibility for determining the academic qualifications of both Central Michigan University faculty and contracted faculty to be utilized by IPCD and recommending potential instructors to IPCD.

   a. The IPCD will announce its offerings by publishing them in the CMU Newsletter. At times when the Newsletter is not published, offerings may be announced by sending announcements to the applicable departments.

* See Letter of Understanding 1.

b. Any bargaining unit member desiring to teach a scheduled course must write a memo to IPCD within twenty-one (21) days of the publication of the CMU Newsletter indicating a preference. The department chairperson must sign the memo indicating his/her approval for the instructor to teach the specific course. The chairperson's signature is an indication that the instructor is qualified to teach the course and that the instructor may teach at the time and location of the class. The principle of preference to bargaining unit members for teaching such courses shall operate.

c. In cases in which an instructor is not a member of the department from which the course originates, the memo of preference must include the signature of the chairperson of the department from which the course originates. This signature is an indication that the instructor is qualified to teach the course. The chairperson of the instructor's department must also sign the memo as an indication that the instructor may teach at the time and location of the scheduled class. A Central Michigan University instructor will not be contracted by IPCD for any course outside his/her own departmental courses without the approval of the chairperson of the department which provides the course designator.

d. Departments shall have the authority to approve or disapprove all credentials of all individuals who teach IPCD courses having the department course number. Departments have the responsibility to review all approvals of instructor credentials for IPCD once every three (3) years either from the initial approval or previous reevaluation. Credentials of individuals may be reevaluated sooner at the request of either IPCD or the appropriate department. IPCD shall have the responsibility to notify departments that it is time for a review. At that time it shall forward any pertinent information to the department.

e. IPCD has the responsibility for decisions regarding the scheduling and staffing of the courses for which it is accountable. In carrying out its responsibility, IPCD will prefer bargaining unit members but reserves the right to assign nonbargaining unit members using criteria 1-3 listed below. When more than one bargaining unit member indicates preference for the same course, they will be assigned by the IPCD staff according to criteria 1-6 below:

1) Programmatic needs (See 2g.)

2) Teaching competence (See 2f.)

3) Financial implications

4) Utilizing CMU bargaining unit members in all locations

5) Encouraging involvement from various departments

6) Encouraging involvement from various bargaining unit members within departments

f. Although an initial determination of academic qualifications of bargaining unit members is established by the department, approval to teach an IPCD course may be reviewed upon presentation of evidence of teaching deficiencies in IPCD offered courses. This review shall be conducted by the Academic Council which shall determine if the bargaining unit member shall be assigned. The IPCD Director shall not vote in such a review.

g. In unusual circumstances, it may be necessary to assign a nonbargaining unit member, for programmatic reasons, to a course for which a bargaining unit member has expressed a preference. In such cases, IPCD shall provide its rationale to the bargaining unit member. At the bargaining unit member's discretion, this information will be presented to the department or the MSA Committee, whichever is appropriate. That rationale will also be presented to the Academic Council at which time the bargaining unit member, or department, or MSA Committee will have the opportunity to present any relevant information to the Council in support of the bargaining unit member's assignment. If supportive material is provided, such materials will be given due weight by the Academic Council. The Academic Council, after consideration of IPCD's rationale and the information, if any, submitted by the bargaining unit member, or department, or MSA Committee, shall then determine if the nonbargaining unit member shall be assigned. The IPCD Director shall not vote in such matters.

3. The list of recommended instructors will be sent to the Office of the Provost to determine the eligibility of the assigned instructors to teach.

4. The IPCD will provide timely notice to all bargaining unit members who stated preference concerning the disposition of their expression of interest.

5. As a follow-up, IPCD will continue to "give notice of assignment to departments concerned" through the "Department Semester Course List" which is distributed twice a year.

6. Bargaining unit members teaching courses for IPCD will be compensated (in addition to any other pay and allowances) at a rate of not less that $500 per credit hour.

Article 25
TEACHING AT LOCATIONS DISTANT FROM THE MAIN CAMPUS

1. Bargaining unit members will not be required to teach courses which are scheduled outside of Isabella County, Michigan, except as follows:

a. Such teaching assignments are set forth in the bargaining unit member's letter of appointment or by mutual agreement.

b. The bargaining unit member volunteers for a specific assignment(s).

c. The department (or successor department) in which the bargaining unit member is located has undertaken, in accordance with procedures established in Article 10 (Department Procedures, Criteria and Bylaws) as part of its regular departmental responsibility, the staffing of a program at a particular location or responsibilities similarly undertaken with another University program such as with CECS or the IPCD.*

2. A department which has undertaken the staffing of a program as described in paragraph 1.c. above shall, using its departmental decision-making process, develop the decision-making procedures by which the department will staff the obligations which it has undertaken. A department can refuse to staff the Midland program only if such staffing would interfere with its ability to meet its on-campus commitments. If, for any other reason, a department does not meet its responsibility for staffing in a timely manner, the dean will make the staffing assignment using personnel with credentials approved by the department.

3. Every five years, the dean responsible for a program outside of Isabella County, Michigan, will coordinate, for the departments staffing the program, a review of the departmental staffing commitments. Departmental staffing commitments of participating departments may be reviewed sooner at the request of an individual department.

4. Bargaining unit members whose regular assignments are in Mt. Pleasant but who are assigned to teach at locations within the State of Michigan and outside of Isabella County, Michigan, as part of their regular teaching load, shall be compensated at a rate of not less than 20¢ per mile for travel either from their residence or from Mt. Pleasant, Michigan, to the location where the course is being taught, whichever distance is less.

Article 26
LEAVES OF ABSENCE

SABBATICAL LEAVES

1. Sabbatical leaves may be granted to bargaining unit members so long as the purposes of the leave are to further the interests of Central Michigan University as well as the bargaining unit member. The primary purposes for which a sabbatical leave is granted are to provide tenured bargaining unit members with opportunities to:

a. Improve and strengthen their teaching;

b. Engage in research and/or professional writing for intended publication in the applicant's area of expertise;

* See Letter of Agreement 3.

c. Perform scholarly or professional services at the local, state, national, or international level;

d. Engage in other creative or scholarly activities, or

e. Engage in intellectual and professional development activities that will be of benefit to the individual and to Central Michigan University.

2. A sabbatical leave may be granted for an annual contractual period at one-half salary or for one-half the annual contractual period at full salary.

3. Review of proposed sabbatical leave projects occurs at the departmental level and, giving due weight to a departmental recommendation, college/school and University levels. At any level of review at which a proposed project is denied, the bargaining unit member will be given a written explanation indicating the reason(s) for denial and how the proposal may be enhanced for resubmission and approval. The bargaining unit member shall be given at least two weeks to resubmit a proposal where a dean or the Provost deems it feasible to do so. Any time delay incurred because a proposal is denied solely for the convenience of the department or college/school shall accrue in terms of eligibility toward subsequent sabbatical leaves.*

SICK LEAVE

Grant of Sick Leave Days

4. Yearly sick leave allowances are granted to full-time bargaining unit members based on years of service in the bargaining unit at the University in the following manner.

Year of Service	Gross Sick Leave Days
1st	11
2nd	20
3rd	29
4th	38
5th	45
6th and up	Six (6) calendar months

5. Sick leave days are granted according to the above schedule at the commencement of a bargaining unit member's duties for the bargaining unit member's contract period. Sick leave days do not accumulate. However, sick leave days do increase with years of service according to the schedule above.

6. Bargaining unit members who are part-time shall be entitled to sick leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Bargaining unit members who work only a proportion of the contract period shall be entitled to sick leave benefits prorated on the basis of the proportion of the said period worked compared to a regular full-time contract period.

* See Letter of Agreement 4.

Use of Sick Leave

7. All regular or part-time bargaining unit members may use their sick leave days for any working days for which they are scheduled to be on duty at the University.

8. All absences of employees due to the physical condition of an employee caused by illness, injury, or pregnancy shall be charged against the employee's sick leave record regardless of whether the employee's department absorbs the work or the institution provides a substitute. An employee will be considered absent if the employee fails to appear for regularly scheduled duties for one-half day or more because of illness or injury, and the employee's sick leave days will be charged for the time absent from work. Sick leave may be taken in units of no less than one-half day.

9. Amounts received by a bargaining unit member for a compensable injury (worker's compensation), social security, and any disabililty income or continuation of income plan or program at the University are deducted from the sick leave payment made to the bargaining unit member.

10. Each bargaining unit member desiring consideration for sick leave benefits may be required to file with CMU either a physician's statement as to the bargaining unit member's medical condition or a sworn affidavit that the claim of sick leave absence is bona fide. Until the document requested is filed, all absences may be considered as lost time; and the bargaining unit member's pay may be reduced accordingly.

11. Whenever a bargaining unit member has used up all of that member's sick leave credit, the member will be removed from the payroll until the member reports back to duty, except as provided under the sick leave bank provisions below.

12. All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay; and proper deductions will be made from the bargaining unit member's paycheck.

Records and Reports

13. CMU shall maintain a sick leave record on all bargaining unit members.

14. Bargaining unit members must notify the account director responsible for submitting the payroll at the earliest opportunity when they will be off work because of illness.

Definitions (For Purpose of Sick Leave)

15. Working Day: Any day of the week provided such a day is a scheduled working day for the bargaining unit member even though the member does not have a class scheduled. A work week, for purposes of sick leave, shall be interpreted to mean any five (5) days of a regular work week determined by the individual bargaining unit member's work schedule.

Sick Leave Bank

16. A sick leave bank is established for use by bargaining unit members in their fifth (5th) year of service or less. Three (3) sick leave days shall be deducted from the grant of sick leave granted to bargaining unit members in their fifth (5th) year of service or less. If any of these bargaining unit members should exhaust their grant of sick leave, they may draw from the sick leave bank (pursuant to guidelines developed by the original Sick Leave Bank Committee--copies available from CMU or ASSOCIATION) and use them as though they were their own sick leave days.

LEAVE OF ABSENCE WITHOUT SALARY

17. Leave of absence without salary may be granted only for special reasons for those bargaining unit members who have been employed on a regular basis. Leaves may be granted for such reasons as poor health, advanced study, maternity, child care, visiting professorships, etc. Each request is made to the chairperson of the department, coordinator of the area, or person designated for the area who serves the function of the department chairperson for purposes of this provision. He/she will refer the matter to the appropriate dean who will then forward it to the Provost with departmental recommendations. If the leave is recommended by the appropriate CMU official and if it is approved by the Central Michigan University Board of Trustees, it shall take effect.

18. A bargaining unit member on a leave of absence without salary because of poor health, active work in the field or educational research (such as a Fulbright or foundation grant or governmental project), advanced study, maternity, or child care is allowed to continue (at the member's own expense provided such continuation does not duplicate the benefit offered by any other employer of such member, until the bargaining unit member completes twenty-four (24) months of such leave) the following fringe benefits described in this Agreement provided they are in effect for the bargaining unit member when the member commences such leave and provided the fringe benefit program allows continuation of the benefit while a bargaining unit member is on leave: life insurance, health and surgical insurance and disability income insurance. The bargaining unit member shall make arrangements with the Faculty/Staff Benefits Office before commencement of the leave for any benefits which the bargaining unit member wishes continued.

MILITARY LEAVE

Short Tours of Duty

19. Any regular full-time bargaining unit member shall, upon the member's request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service not to exceed fifteen (15) consecutive calendar days in any calendar year upon the following conditions:

a. Arrangements for such leaves are to be made with the bargaining unit member's department chairperson, or designated supervisor of a unit not organized as a department, well in advance of the actual tour of duty; and

b. The bargaining unit member is to go on leave, whenever possible, at the convenience of Central Michigan University; and

c. CMU will pay the difference between a full-time bargaining unit member's military pay and the member's regular pay for up to fifteen (15) consecutive calendar days when the member is on leave for a short tour of duty for service in the National Guard, Officers Reserve Corps, or similar military organization.

Extended Service

20. Bargaining unit members who enter active military service in the armed forces of the United States or the Michigan National Guard under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fill an active military service obligation. This leave shall automatically terminate if the bargaining unit member remains in military service beyond the member's initial obligation or fails to report for work within ninety (90) days after release from the military service. A bargaining unit member timely reporting for work will be assigned a position dependent upon the positions available in the department to which the bargaining unit member was assigned prior to military leave. If it is not possible to assign a position to the bargaining unit member immediately upon return from military leave, the member may be granted an extended leave until the commencement of the following semester during which time the Office of the Provost will make a concerted effort to find a position for that person.

LEAVE FOR COURT-REQUIRED SERVICE

21. Members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties to an action will be paid the difference between their regular pay and the amount received for serving as a juror or serving as a witness. A bargaining unit member is expected to report for regular University duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. A bargaining unit member should check with the Payroll Office at the University before serving as a juror or as subpoenaed witness for instructions on the procedure for receiving the difference in pay.

FUNERAL LEAVE

22. A bargaining unit member will be given approved absence not to exceed three (3) days per occasion if any of the following relatives die:

a. Spouse, children;

b. Brothers, sisters, brothers-in-law, sisters-in-law;

c. Parents, grandparents, parents-in-law;

d. Relatives living in the same household.

23. The exact length of the leave shall depend upon the requirement of the circumstances.

NECESSITY LEAVE

24. A bargaining unit member will be given an approved absence not to exceed two (2) days in any fiscal year for the following:

a. Attendance at any funeral.

b. Business that cannot be attended to without missing a class. In such cases, the bargaining unit member shall make prior arrangements for the leave with the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make an effort to have the member's responsibilities met.

c. Illness of a relative living in the same household. Whenever possible, the bargaining unit member shall give advance notice of this leave to the department chairperson or designated supervisor of a unit not organized as a department. The bargaining unit member shall make arrangements for the handling of the member's responsibilities.

MEDICAL CONDITION FOLLOWING LEAVE

25. A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to that member's condition. If the member's condition would interfere with performance of the member's duties or if the member's duties might result in aggravating the member's condition, reasonable conditions may be placed on re-employment.

Article 27
VACATIONS

Full-time, twelve- (12) month bargaining unit members earn vacation allowance at the rate of one-and-two-thirds (1-2/3) days per month for a maximum of twenty (20) days per calendar year. Arrangements are made with the Office of the Provost for the taking of vacations.

Article 28
LIFE INSURANCE

1. CMU makes available to each bargaining unit member level term life insurance equal to not less than $15,000 or an amount equal to one and one-half (1-1/2) times the member's base salary, whichever is higher, which may be made up from insurance purchased from one or more different insurance carriers selected by CMU. If the amount of life insurance is not an even multiple of $1,000, it is raised to the next higher $1,000 multiple to a maximum of $50,000. The policy provides accidental death and dismemberment coverage. Details of the coverage are available in the Faculty/Staff Benefits Office.

2. The cost of the first $10,000 of life insurance coverage for bargaining unit members is fully paid by CMU. Upon completing an enrollment form in the Faculty/Staff Benefits Office, each bargaining unit member has this coverage.

3. Each bargaining unit member may opt for additional life insurance coverage beyond the first $10,000, in the amount specified in paragraph 1. If this option is exercised, the cost to the bargaining unit member will be 11¢ semi-monthly per $1,000 of coverage in excess of the first $10,000.

4. When hospital and surgical insurance provides life insurance for bargaining unit members, the amount of life insurance provided by the hospital and surgical insurance shall be deemed to fulfill that portion of CMU's obligation to furnish life insurance which is covered by the amount furnished in hospital and surgical insurance.

Article 29
DISABILITY INCOME BENEFIT

1. CMU provides a Total Disability Income Protection Plan for members of the bargaining unit. The plan provides a monthly income benefit after a bargaining unit member has been totally disabled for a period of six (6) months because of disability caused by sickness or bodily injury. Benefits under this plan are integrated with the member's social security benefits, worker's compensation benefits, and any disability income or continuation of income plan or program to which CMU has contributed. The monthly income benefit is computed upon a bargaining unit member's ten (10) month salary.* The monthly income benefit will be equal to 60% of the first $2,000 of monthly salary base of the employee plus 40% of such monthly salary base above $2,000, but in no event will the sum of monthly income benefit exceed $2,500. The monthly income benefit is paid for a period of two (2) years while the bargaining unit member is unable, by reason of said sickness or bodily injury, to engage in the member's regular occupation. After the two (2) year period, the plan provides for continuation of payments if the bargaining unit member is unable, by reason of said sickness or bodily injury, to engage in any occupation for which the

* The monthly salary base is determined by dividing the ten (10) month salary by twelve (12).

bargaining unit member is reasonably fitted by education, training, or experience. Benefits under the plan are not payable beyond the attainment of age sixty-five (65). Additional provisions of the plan are available from the Faculty/Staff Benefits Office at the University.

2. The Total Disability Income Protection Plan provides a three percent (3%) improvement benefit factor to assist with the rise in the cost of living for bargaining unit members who become disabled under the terms of the policy.

3. The Total Disability Income Protection Plan provides for continuation of retirement funding while the bargaining unit member is receiving benefits. The amount paid into the plan is approximately the same as would normally have been made when integrated with the social security contribution and other funding factors which are applicable at the time. The carrier for the plan adjusts the payment rates from time to time to reflect changes in the funding factors. If the bargaining unit member is enrolled in the TIAA-CREF retirement plan, payments will be made to his/her regular contract. If the bargaining unit member is in MPSERS, a retirement annuity will be commenced for the bargaining unit member; and payments will be made to that annuity contract.

4. Additional information regarding the details of the Total Disability Income Protection Plan are available in the Faculty/Staff Benefits Office.

Article 30
ACCIDENT INSURANCE

CMU shall provide insurance for bargaining unit members traveling on official University business with coverage at a minimum of $100,000 for accidental death or dismemberment and a $1,000 medical expense. The dismemberment benefit may be less than $100,000 according to the provisions of the policy.

Article 31
HOSPITAL AND SURGICAL INSURANCE*

1. Bargaining unit members may elect one of the following optional plans with coverage for the bargaining unit member, the bargaining unit member's spouse, the bargaining unit member's minor dependent children, and the bargaining unit member's adult children to age 25, provided the coverage for such dependent children age 19 or older, is provided by the insurance carrier in its family coverage without additional charge:

MESSA Super Med I
MESSA Super Med II
Blue Cross Low Option
Blue Cross High Option
GHS

2. For the 1984-85 contract year, CMU agrees to pay up to the following sums monthly, depending upon the coverage and carrier elected:

Self	$ 95.80
Self and spouse or self and children	$199.80
Self, spouse and children	$220.90

3. For the 1985-86 contract year, CMU agrees to provide at least the following sums monthly, depending upon the coverage and carrier elected.

Self	$106.72
Self and spouse or self and children	$222.58
Self, spouse, and children	$246.08

4. For the 1986-1987 contract year, CMU agrees to provide at least the following sums monthly, depending upon the coverage and carrier elected.

Self	$118.89
Self and spouse or self and children	$247.95
Self, spouse, and children	$274.14

5. Those bargaining unit members not selecting one of the above coverages will receive an additional gross cash stipend of $25.00 in each of the first two pay periods of each month.

* See Letters of Agreement 5 and 6.

Article 32
DENTAL INSURANCE*

1. CMU will provide the full cost of a dental plan through Blue Cross/Blue Shield or another carrier mutually agreed upon (including at least coordination of benefits, 50% of diagnostic and preventive services and 50% of restorative and prosthodontic services, subject to a maximum benefit of $800 per covered person per year) plus at least a 50% orthondontia rider with a lifetime maximum of $1,000.

2. The effective period for this or improved coverage is July 1, 1984, until the termination of this Agreement.

Article 33
RETIREMENT**

PARTICIPATION

1. Two retirement systems are offered at the University:

   a. Michigan Public School Employees Retirement System;

   b. TIAA-CREF.

2. Bargaining unit members must elect to participate in one of these retirement programs within ninety (90) days of the effective date of employment. If an election is not made within the ninety (90) day period, an irrevocable decision to participate in the Michigan Public School Employees Retirement System will be assumed to have been made. If the Michigan law is changed allowing a different election period, the parties will negotiate changes in this section accordingly.

MANDATORY RETIREMENT AGE

3. All participants in either retirement plan shall retire not later than at the end of the academic year in which they attain age seventy (70). CMU may grant extensions of service beyond mandatory retirement age for definite periods not to exceed one (1) year each.

* See Letters of Agreement 5 and 6.

** See Letter of Agreement 7.

CONTRIBUTION TO TIAA-CREF

4. For a bargaining unit member who has chosen the TIAA-CREF optional retirement program, CMU agrees to pay into such member's TIAA-CREF retirement account 12% of the bargaining unit member's compensation as defined by Section 1.(q) of the Michigan Public School Employees Retirement Act (MCLA 38.201, et. seq.), excluding said 12% from the term "compensation."

Article 34
RETIREMENT SERVICE AWARD*

1. Bargaining unit members employed by CMU in the bargaining unit who were on the payroll or on leave of absence prior to March 1, 1976, and who retire at age sixty (60) or above with ten (10) years of service at the University, or age fifty-five (55) or above with thirty (30) years of service, shall receive a retirement service award of one-and-one-half percent (1½%) of the bargaining unit member's current ten (10) month salary at the time of retirement multiplied times the number of equivalent full-time years of service at CMU.**

2. For those persons in the bargaining unit prior to August 24, 1970, a record of the number of unused accumulated sick leave days credited to each bargaining unit member at the time the sick leave provisions took place in the first Agreement between the parties shall be preserved. If at retirement the unused accumulated sick leave days the bargaining unit member has on record would result in a larger payment under the "Sick Leave Policy Revised" passed at CMU on April 4, 1969, than under the provisions of the above paragraph, then the retirement payment will be computed under the provisions of the said April 4, 1969, CMU "Sick Leave Policy Revised."***

3. For purposes of paragraphs 1 and 2 above, employees, age fifty-five (55) with fifteen (15) to thirty (30) years of service shall receive a retirement service award calculated according to the same method but multiplied by 55/60 if age fifty-five (55), 56/60 if aged fifty-six (56), etc.****

* In case of death, the age and service requirements are waived.

** The 1½% Formula: Final salary x .015 = ($___) x CMU Service (___) years = $___.

*** The sick leave formula: Sick leave balance at end of accrual (____ hours) x .667 = ___ hours x final hourly rate ($___) = total award of $___.

**** The proration of the award is waived by CMU when an eligible bargaining unit member under age sixty (60) has entered into an early retirement agreement with CMU.

4. Bargaining unit members who retire receive only one (1) payment under this retirement benefit provision. Bargaining unit members who do not qualify for the Retirement Service Award under the provisions of this Article do not receive a Retirement Service Award.

Article 35
FEE REMISSION

1. Bargaining unit members shall be given the opportunity to take CMU courses and receive a tuition credit in the amount of their regular course fees (maximum of on-campus rates). Regular part-time bargaining unit members are entitled to the tuition credit prorated on the basis of the proportion of the position to a regular full-time position. This tuition credit applies only to regular fees charged to all students for enrollment for a specified number of hours. Special or incidental fees, such as the nonrefundable registration fee, music fee, special course fees, parking fees, etc., are not waived. Full details of the plan are available in the Faculty/Staff Benefits Office.

2. Conditions for participation:

   a. Must have been admitted to CMU by Admissions or the Graduate Office.

   b. Not more than two (2) courses and not more than six (6) semester hours of credit will be allowed in any single semester.

   c. Eligibility certification under University procedure is to be completed at the Faculty/Staff Benefits Office prior to enrollment.

Article 36
SALARY

1. Each regular full-time, full-salaried bargaining unit member employed by CMU as a bargaining unit member during the preceding April shall receive a minimum salary* increase effective at the beginning of the first semester of the following academic year with the increase determined by the base salary level and academic rank at the beginning of the academic year as follows:

1984-85 Academic Year (All Ranks)	5.0% of Base Salary
1985-86 Academic Year (All Ranks)	5.0% of base salary
1986-87 Academic Year (All Ranks)	5.5% of base salary

2. Regular part-time bargaining unit members employed by CMU in the bargaining unit during the previous April shall receive a minimum salary* increase for each of the above academic years as follows:

> The sum of money which the regular part-time bargaining unit member would have been paid if that member had been full-time will be determined, and the regular part-time bargaining unit member shall receive a salary based on the proportion of the part-time position to full-time employment.

3. Bargaining unit members who normally teach classes and who are required as part of their duties to be at the University working with students while other bargaining unit members are not required to be at the University working with students shall receive additional compensation.

4. CMU will report salary adjustments to the ASSOCIATION made to bargaining unit members during the term of this Agreement. Reasonable requests for existing records pertaining to the bargaining unit will be honored.

5. A bargaining unit member's ten (10) month base salary shall be no less than the following minimum levels by year.

Rank of Bargaining Unit Member	1984-85	1985-86	1986-87
Professor	$26,000	$26,500	$27,000
Associate Professor	22,000	22,500	23,000
Assistant Professor	18,000	18,500	19,000
Instructor	16,000	16,500	17,000

* References to salary refer to the rates for ten (10) month service only. Adjustments shall be made for twelve (12) month service where appropriate. Ten (10) month salaries may be adjusted to twelve (12) month salaries by multiplying the ten (10) month salary by 11/9ths.

Article 37
COMPENSATION FOR DEPARTMENT CHAIRPERSONS*

1. A department chairperson (including acting appointments) is assigned and responsible for the performance of administrative duties which continue throughout the calendar year. That person is not required to be on campus except at prescribed times, provided duties are properly performed. For performance of these duties, that person is paid an annual salary supplement in the amount of $2,000.

2. If the person serves only during the academic year, the salary supplement may be reduced. During the regular academic year, teaching load is adjusted to reflect the level of responsibility and activities in the department.

3. A department chair will be offered a half-time administrative appointment to the six (6) week session of summer school and will be compensated at the established rate for that appointment. In addition, if consistent with department procedures, department chairpersons will be extended the opportunity to teach up to a maximum of a three (3) credit hour course. It will be the option of the college/school whether this will be a guaranteed resource or contingent upon sufficient student enrollment in those departments which historically have not offered courses during the summer session (e.g. Broadcast and Cinematic Arts; Foreign Languages, Literatures and Cultures; Geology; Philosophy; Religion). Compensation for this teaching assignment will be at the established rate for that course. A department chairperson who desires to be released from summer school responsibilities must have the consent of the appropriate dean.

4. Procedures at the University for review of departments and department chairpersons are not superseded by this section.

Article 38
COMPENSATION FOR SUMMER SESSIONS I, II, AND III

A bargaining unit member who is assigned on a full-time basis during Summer Sessions I, II, or III shall be paid .0278 times the bargaining unit member's ten (10) month base salary per week of the session to which the bargaining unit member is assigned.

* See Letter of Agreement 8.

Article 39
COMPENSATION FOR CONTINUING EDUCATION AND CORRESPONDENCE COURSES

1. Bargaining unit members who teach off-campus courses for college credit shall be compensated at not less that $450.00 per semester hour of credit or that amount paid to nonbargaining unit members, whichever is greater.

2. Bargaining unit members shall be paid at least the following, per credit hour, for complete revisions of correspondence and for each new course:

Complete Revision	New Course
Not less than $50.00	Not less than $100.00

3. Bargaining unit members who teach correspondence courses shall be paid not less than $25.00 per credit hour.

Article 40
SALARY ADJUSTMENTS FOR PROMOTION AND COMPLETION OF APPROPRIATE TERMINAL DEGREE

1. Bargaining unit members who meet the requirements for a Ph.D. or Ed.D. (or equivalent degree) as certified by the granting institution, and who have not previously held such a degree, shall have added to their ten (10) month salary the sum of $1,000. If such a degree is received during the term of a ten (10) month contract, the $1,000 shall be prorated according to relationship of the time remaining on the bargaining unit member's ten (10) month contract to that member's total contract. For determination of increases in salary, the $1,000 shall be treated as part of a bargaining unit member's base salary.

2. Bargaining unit members who meet the requirements for a terminal degree other than Ph.D. or Ed.D. (or equivalent degree), and who have not previously held such a degree, shall have added to their ten (10) month salary the sum of $500. If such a degree is received during the term of a ten (10) month contract, the $500 shall be prorated according to relationship of the time remaining on the bargaining unit member's ten (10) month contract to that member's total contract. For determination of increases in salary, the $500 shall be treated as part of a bargaining unit member's base salary.

3. A bargaining unit member who is promoted shall receive for the promotion an increase in the member's ten (10) month base salary of $1,500 for promotion to Assistant Professor, $1,800 for promotion to Associate Professor, $2,200 for promotion to Professor, provided such payment yields a salary for the promoted bargaining unit member equal at least to the minimum pay for the rank to which he/she was promoted. If the increase does not yield such a salary, then the bargaining unit member shall receive a salary at least equal to the minimum pay for the rank to which the bargaining unit member was promoted.

4. When rank is automatically adjusted from Instructor to Assistant Professor as a result of the completion of Ph.D. or Ed.D. (or equivalent degree), the bargaining unit member shall receive either a $1,000 addition to the member's ten (10) month base salary or an amount necessary to adjust the member's ten (10) month base salary to the minimum pay for Assistant Professor, whichever is greater.

Article 41
PARKING DECALS

Each bargaining unit member shall be entitled to a parking decal for a single vehicle, at no cost to the member, valid for all the times of the calendar year during which a parking decal or day ticket is required.

Article 42
RELEASED TIME FOR FACULTY ASSOCIATION PRESIDENT

The President of the ASSOCIATION shall be granted released time from normal teaching duties equivalent to a half-time teaching assignment for the academic year. The rights of the President of the ASSOCIATION under this Agreement will not be altered by this provision.

Article 43
CONTINUITY OF OPERATIONS

The ASSOCIATION, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, concerted effort not to meet classes, boycott or similar acts constituting a strike. Any violation of the foregoing may be made a subject of disciplinary action and damage action, including discharge or suspension; and this provision shall not be by way of limitation on CMU's right to any other remedy under law for such violation. In the event that any member or members of the bargaining unit represented by the ASSOCIATION engage in any of the above activities, the President of the ASSOCIATION or a representative thereof shall, upon request from the appropriate CMU official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their employment-related responsibilities.

Article 44
CONTRACT DOCUMENTS

This Agreement consists of the pages in this document numbered 1 through 61, inclusive; Letters of Agreement, numbered 1 through 6, inclusive; and Letters of Understanding, numbered 1 through 2, inclusive; signed by CMU representatives and ASSOCIATION representatives.

Article 45
SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the ASSOCIATION and CMU.

Article 46
VALIDITY

This Agreement shall be effective to the extent permitted by law and does not waive either of the parties' position with respect to collective bargaining laws; but, if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

Article 47
TERM OF AGREEMENT

This Agreement shall become effective as provided in Article 48, Effective Dates, and shall remain in full force and effect until midnight June 30, 1987, at which time it will terminate.

Article 48
EFFECTIVE DATES

1. The salaries set forth in this Agreement shall take effect at the beginning of the first semester of the academic year as stipulated in Article 36 of this Agreement. Nothing herein shall be construed to prevent CMU from beginning payment or computation of salaries prior to commencement of classes.

2. The remainder of this Agreement shall be effective as of the date of this Agreement and as set forth in the various Articles of this Agreement.

CENTRAL MICHIGAN UNIVERSITY

Harold Abel
Harold Abel, President

John E. Cantelon
John E. Cantelon, Provost

NEGOTIATING TEAM

R. William Dunham
R. William Dunham

Douglas Friedrich
Douglas D. Friedrich

Theodore H. Heidloff
Theodore H. Heidloff

Richard H. Potter
Richard H. Potter

Thomas J. Repp
Thomas J. Repp

CENTRAL MICHIGAN UNIVERSITY
FACULTY ASSOCIATION

John R. Pfeiffer
John R. Pfeiffer, President

Rodney C. Kirk
Rodney C. Kirk, Secretary

NEGOTIATING TEAM

Edward E. McKenna
Edward E. McKenna

Elaine C. Daniels
Elaine C. Daniels

John H. Dinse
John H. Dinse

Nancy B. Leis
Nancy B. Leis

Edward J. Walsh
Edward J. Walsh

Mary B. Wise
Mary B. Wise

Helene Zimmerman
Helene Zimmerman

December 3, 1984

LETTER OF AGREEMENT I

The modified probationary periods for bargaining unit members appointed to the instructor, assistant professor, and associate professor ranks (see paragraph 11, Article 14--Tenure, Promotion, and Reappointment Policies) apply only to bargaining unit members receiving offers of appointment from the Provost after December 1, 1984. Those bargaining unit members receiving appointment offers prior to this date may elect to be considered for tenure under the new probationary period by notifying their chairperson, appropriate dean, and the Office of the Provost prior to the beginning of the 1985 Fall Semester.*

FOR THE ASSOCIATION:

John R. Phillips

Rodney C Kirk (VEP)

FOR CMU:

Harold Abel

John E Cantelon

* Individuals who will be considered for tenure during the 1985 Winter Semester must provide notification prior to the beginning of the 1985 Winter Semester.

LETTER OF AGREEMENT 2

The parties acknowledge that a unit called "Intercollegiate Athletics" will be proposed during the Fall Semester of 1984. The parties agree that, should the new unit be approved by the Board of Trustees:

1. The new unit shall have department status and shall be included within the definition of "Department" under Article I of the current Agreement.

2. The new unit shall establish department procedures, criteria (including standards), and bylaws in conformity with Article 10 of the Agreement.

3. In addition to those items normally contained in department procedures, criteria (including standards), and bylaws, the new unit shall make recommendations to CMU and to the ASSOCIATION jointly concerning such matters as released time, supplemental activity for extra compensation, notice requirements for nonreappointment, and/or faculty (or coach) status. These matters, together with any department procedures, criteria (including standards), or bylaws which would be in conflict with the current Agreement or would cause a material change in working conditions, would be subject to prior approval or negotiation by CMU and the ASSOCIATION.

FOR THE ASSOCIATION:

Rodney C. Kirk (JKP)

FOR CMU:

Harold Abel

LETTER OF AGREEMENT 3

For purposes of Article 25, paragraph 1.c. of this Agreement, the parties agree that the Departments of Accounting, Administrative Services and Business Teacher Education, Business Law and Regulation, Chemistry, Economics, Finance, Information Systems and Analysis, Management, and Marketing and Hospitality Services Administration (and their successors) shall be deemed to have undertaken the responsibility described in this paragraph for the Midland Center as the program requires.

FOR THE ASSOCIATION:

Rodney C. Kirk (Chief)

FOR CMU:

LETTER OF AGREEMENT 4

Isolated situations exist wherein bargaining unit members' requests for sabbaticals have been denied for reasons that seem primarily for the convenience of the department, the college/school, or CMU. The parties agree that efforts should be made to accommodate such bargaining unit members' requests in the subsequent academic year providing there has been approval of the requests on their merits.

FOR THE ASSOCIATION:

FOR CMU:

LETTER OF AGREEMENT 5

1. The parties agree that, should the 1984-85 CMU insurance contributions for coverage increase by less than the amounts allocated (dental, $14,990)*, the excess will be applied as outlined in paragraph 3 below.

2. The parties agree that, should the 1985-86 and the 1986-87 CMU insurance contributions for coverage increase by less than the amounts allocated (1985-86 dental, $49,466; 1985-86 hospital/surgical, $134,686; 1986-87 hospital/surgical, $150,040)*, the excess will be applied as outlined in paragraph 3 below.

3. CMU agrees to apply any excess dollars from paragraphs 1-3 above in the following order:

   a. Toward the full cost of a dental plan through Blue Cross/Blue Shield, or another carrier mutually agreed upon.

   b. Toward the full cost of MESSA Super Med II (or, at the election of the bargaining unit member, MESSA Super Med I Major Medical Expense Insurance) for bargaining unit members electing "self only" coverage.

   c. Equal percentage increases to the two (2) remaining coverage categories for bargaining unit members, i.e., self and spouse or self and children or self, spouse and children, up to full coverage.

   d. Equal dollar increases to base salary for all bargaining unit members.

These dollars may be applied during the 1985-86 or 1986-87 academic years.

4. Should the 1985-86 or 1986-87 hospital/surgical rates exceed those minimums identified in Article 31 for those years, CMU agrees to provide a contingency fund up to a maximum of $9,500 to be applied toward hospital/surgical rates for the 1985-86 academic year and a similar fund for the 1986-87 academic year.

FOR THE ASSOCIATION:

John R. Pfeiffer

Rodney C. Rick (REP)

FOR CMU:

Harold Abel

John E Gamble

* These amounts were arrived at using a 568 bargaining unit member base. Excess dollars or any contingencies (if applicable) will be applied on a pro rata basis determined by the number of full time equated bargaining unit members as of October 1 of the previous academic year. But in no event will that pro rata number exceed 568.

LETTER OF AGREEMENT 6

1. The parties agree that a joint committee will be established to study insurance premium costs, coverage, and associated problems with carriers providing the insurance plans. The committee shall consist of a minimum of three members appointed by the ASSOCIATION and three members appointed by CMU.

2. It is further agreed that a representative or representatives of this committee shall also serve on a University-wide insurance review committee.

FOR THE ASSOCIATION:

J. R. Pfaff

Rodney C. Kirk (rep)

FOR CMU:

Harold Shaw

J. F. Connelly

LETTER OF AGREEMENT 7

1. CMU and the ASSOCIATION acknowledge that CMU has undertaken a program of early retirement incentives for bargaining unit members meeting the requirements for the State of Michigan Retirement System.

2. CMU shall notify any bargaining unit member who inquires about early retirement that he/she has the right to have an ASSOCIATION representative present at all meetings dealing with this subject.

3. CMU shall meet, at the ASSOCIATION's request, at least once a semester to update the ASSOCIATION on the Early Retirement Program.

4. CMU shall meet and confer with the ASSOCIATION prior to any major change in the present program.

5. CMU reserves the right to discontinue the Early Retirement Program when it determines the program is no longer necessary.

FOR THE ASSOCIATION:

FOR CMU:

LETTER OF AGREEMENT 8

The parties agree that, should the responsibilities of Chairpersons increase as a result of changes in the academic calendar, they will reopen negotiations on Article 37 or the current Agreement.

FOR THE ASSOCIATION:

FOR CMU:

LETTER OF UNDERSTANDING I

During the 1984 contract negotiations, the parties discussed the composition of the MSA Committee. The parties agreed to recommend the committee's composition listed below to the Academic Senate:

1 MSA Director (Appointed by the Provost)

1 Representative of the IPCD (Appointed by IPCD)

1 Faculty representative from an appropriate department for each viable concentration (i.e., a concentration with at least five (5) students currently enrolled) in the MSA Program*, and

2 Regular faculty members elected at large to represent the core courses

The Graduate Dean will recommend names to the Committee on Committees which determines the slate to be presented to the Senate. The parties further agreed that the nonappointed members should normally be selected for two-year staggered terms except for the first year when one-half of those members shall be elected for a three-year term.

FOR THE ASSOCIATION:

FOR CMU:

* No more than two members shall come from the same department.

LETTER OF UNDERSTANDING 2

The parties agree that any major calendar change that would directly affect the teaching schedule or work assignments of bargaining unit members for the academic year or summer sessions shall be proposed through the Academic Senate and shall not be implemented unless recommended by that body. Alleged violations of this Agreement shall be handled as an ASSOCIATION grievance under Article 8 and 9 of the current Agreement.

FOR THE ASSOCIATION:

FOR CMU:

INDEX

Accident Insurance 50

Advanced Study Leave 46

Affirmative Action & Equal Opportunity 35

Agreement
- Effective Dates 60
- Letters of (See Letters of Agreement)
- Supplemental 59
- Term of 59

Appointment, Letter of
- For Bargaining Unit Members 18, 33, 42
- For Department Chairs 17

American Arbitration Association 11, 12, 13, 14

Arbitration
- American Arbitration Association 11, 12, 13, 14
- Binding 10,14

Arbitrator
- Determination of 13
- Duties of 14

Association
- Financial Security 3
- Rights 2

Calendar
- Tenure and Promotion 22

Calendar Changer
- Affecting Bargaining Unit Members (Letter of Understanding 2) 71
- Affecting Department Chairs (Letter of Agreement 8) 69

Bargaining Unit
- Persons Excluded From 1
- Persons Included 1

Chairpersons (See Department Chairpersons)

Compensation
- Continuing Education Courses 57
- Correspondence Courses 57
- Department Chairpersons 56
- Institute for Personal and Career Development 42
- Summer Sessions I, II, III 56
- Supplementary, for Bargaining Unit Members 35-38
- Unemployment 32

Conferences for Assistance to Bargaining Unit Members 27-28

Continuing Education and Community Services 35-38, 39-40
- Compensation for 57

Continuity of Operations 58

Contract Documents 59

Correspondence Courses (See Compensation)

Deductions (See Dues)

Definitions
- Association 1
- CMU 1
- Dean 1
- Department 1
- Grievance 6

Definitions/Flow (Grievances)
- Days 7
- Grievance Administrator 7
- Grievant 7
- Respondent 7

Dental Insurance (See Insurance)

Department Chairpersons
- How Changes Calander Changes May Affect (Letter of Agreement 8) 69

Department Chairpersons (Continued)
Compensation 56
Departmental Review 18
Duties of 17
Removal of 18
Responsibilities of 17
Term of Appointment 18

Department Procedures
Approval of 15-16
Changes to 15-16
Faculty Participation 14-16
Internal Governance 14
New Departments 15
Review of 16

Disability Income Benefit 49-50

Dues (Association)
Deduction of 4-6
Direct Payments (List of) 6
Disputes Concerning 5
Liability (Limit of CMU's) 6
Payroll Deduction Authorization Form 4
Payroll Deduction Form Delivery of 5
Refunds 5
Termination of 7
When Deduction Begins 5

Early Retirement
(See Retirement)

Effective Dates
Agreement 60
Salaries 60

Equal Employment Opportunities
(See Affirmative Action)

Faculty Review Committee 10, 11

Fee Remission 54

Financial Exigency 28-29, 33

Financial Security of Association 3

Funeral Leave 47

Grievance
Administrator 7, 8, 9, 12, 13
Arbitration, Binding 10, 14
Contract Grievance Conference (CGC) 9, 13
Expedited Grievance Procedure 12
Faculty Review Committee 10-11
Grievant (Definiton of) 7
Hearing Officer 10-11
How CMU May Bring a Grievance 13
Procedure 6-13
Definitions/Flow 7
Step One: Informal Stage 8
Step Two: Formal Stage 8-9
Relating to Tenure, Promotion and Reappointment 9-12
Respondent 7
Time Limits 7

Hospital Insurance (See Insurance)

Informal Meeting 6

Institute for Personal and Career Development 36-38, 40-42

Insurance
Accident 50
Dental 52
Hospital 51
Life 49
Surgical 51

Insurance Costs/Coverage
Joint Committee to Study (Letter of Agreement 6) 67

Insurance Monies
Excess (Letter of Agreement 5) 66

Intercollegiate Athletics
(See Letter of Agreement 2) 63

Just Cause 27

Jury Duty 47

Labor Arbitration
Rules 11, 12, 13, 14

Layoffs
(See Position Reductions and Layoffs)

Leaves of Absence
Advanced Study 46
Court-Required (Jury Duty) 47
Funeral 47
Maternity and Child Care 46
Medical Condition Following Leave 48
Military
Short Tours of Duty 46-47
Extended Service 47
Necessity 48
Sabbatical 43-44
Letter of Agreement 4 65
Sick Leave 44-46
Bank 46
Definitions 45
Grant of 44
Records and Reports 45
Use Of 45
Visiting Professorship 46
Without Salary 46

Length of University Service (Seniority)
In Layoffs 30
In Reorganization/Reassignments 33

Letter of Appointment
For Bargaining Unit Members 18, 33, 42
For Department Chairs 17

Letters of Agreement
Calendar Changes Affecting Department Chairpersons Responsibilities 69
Early Retirement Incentives Program 68
Excess Insurance Monies 66
Intercollegiate Athletics 63
Joint Committee on Health Insurance Costs/Coverage 67
Midland Center 64
Modified Probationary Periods 62
Requests for Sabbatical Leaves 65

Letters of Understanding
Calendar Changes Affecting Bargaining Unit Members 71
MSA Committee 70

Life Insurance (See Insurance)

Master of Science in Administration Committee
(Letter of Understanding 1) 70

Maternity and Child Care Leave 46

Medical Conditions Following Leave 48

Michigan Public Schools Retirement System 52

Midland Center Program
Letter of Agreement 3 64

Military Leave
Short Tours of Duty 46-47
Extended Service 47

Necessity Leaves 48

Nonbargaining Unit Members, Utilization of
General 34-35
In IPCD Courses 41

Nontenured Bargaining Unit Members
Notice of Nonreappointment 23
Probationary Appointment 22, 23, 31
Review of 23

Parking Decals 58

Personnel Files
Access to 16-17
Additions 16-17
Anonymous Material 17
Contents 17
Inspection 16-17

Position Reduction/Layoff
Advance Notification 31
Appeal Process 31
Benefits upon Reemployment 32-33

Position Reduction/Layoff (Continued)
Bona Fide Discontinuation of a Program 28
Financial Exigency 28-29
Interviews 32
Layoff of Bargaining Unit Members 30-31
Length of University Service (Seniority) 30
Placement Assistance 32
Provisions for Laid-Off Bargaining Unit Members 31-33
Unemployment Compensation 32
Reassignment 33
Reduction Prior to Layoff 29
Special List 32
Time Limits, Administrative 33
Two-Year Protection 32

Post-Session (See Summer Sessions I, II, III) 56

Probationary Periods
General 22, 23, 31
Modified (Letter of Agreement 1) 62

Programs
Bona Fide Discontinuance of 28

Promotion
Bases of Judgement 23-25
Calendar 22
Conferences for Assistance to Bargaining Unit Members 27-28
General Policies 21-22
Grievances Relating to 9-12
Procedures 25-26
Salary Adjustment for 57-58

Reappointment
Bases of Judgement 23-24
Conference for Assistance to Bargaining Unit Members 27-28
Grievances Relating to 9-12
Notice of Nonreappointment 23
Procedures 25-26

Recognition 1

Released Time
for Association President 58

Reorganization/Reassignment 33-34

Retirement
Contribution to TIAA-CREF 53
Early Retirement Incentives Program (Letter of Agreement 7 68
Mandatory Retirement Age 52
Michigan Public Schools Retirement System 52
Participation 52
Service Award 53
Systems 52

Rights
of the Association 2
of CMU 2

Sabbatical Leaves
(See Leaves of Absence)

Salary (See also Compensation)
Effective Dates 60
Minimum 55
1983-84 55
1984-85 55
1985-86 55

Salary Adjustments
For Completion of Appropriate Terminal Degree 57-58
For Promotions 57-58

Sick Leave
Bank 46
Definition 45
Grant of 44
Records and Reports 45
Use of 45

Signatures 61

Strikes, Sit-downs, etc. 58

Summer Sessions I, II, III
Compensation for 56
Teaching Opportunities 38-39

Supplemental Activity
Guidelines 36-38

Supplementary Compensation for
Bargaining Unit Members
(See Compensation)

Supplemental Agreements
Approval of 59

Surgical Insurance
(See Insurance)

Teaching
Additional Opportunities 38-39
At Locations Distant
from Campus 42-43

Tenure
Bases of Judgment 23-25
Calendar 22
Conference for Assistance
to Bargaining Unit
Members 27-28
Grievances Relating to 9-12
Policy
General 20
Scope of 20
Probationary Periods
General 22, 23, 31
Modified (Letter of
Agreement 1) 62
Particular Academic Ranks 21
Procedures 25-26
Purpose and Objectives 20

Tenured Faculty, Termination of 27

Termination of Tenured Faculty
(See Tenured Faculty)

TIAA-CREF
Contributions to 53
Effective Dates 52

Time Limits (Administrative)
Position Reduction/Layoffs 33

Term of Agreement 59

Tuition Waiver (See Fee Remission)

Utilization of Nonbargaining
Unit Members
General 34-35
IPCD 41

Vacations 48

Validity 59

Visiting Professorships 46